



**STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT**

RETURN AMENDMENT NO LATER THAN March 15, 2016 TO:

Lisa Graham, Procurement Officer 1
Lisa.Graham@DOC.mo.gov
573-526-6811 (Phone)
(573) 522-1582 (Fax)
FMU/PURCHASING SECTION
P.O. BOX 238
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
02/01/16	Attn: Elizabeth Huber Huber & Associates Inc. 1400 Edgewood Drive Jefferson City, MO 65109	Amendment #003 Y13708307	Hardware Support of Kiosk Components Located at Probation and Parole Offices

CONTRACT Y13708307 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraph 2.3.1 b., on page 3, the Missouri Department of Corrections desires to renew the above-referenced contract for the period of May 16, 2016 through May 15, 2017.

All other terms, conditions and provisions, including price, of the previous contract period shall remain and apply hereto.

The contractor shall complete, sign, and return this document as acceptance on or before the date indicated above.

IN WITNESS THEREOF, THE PARTIES HERETO EXECUTE THIS AGREEMENT.

Company Name: Huber & Associates, Inc.
Mailing Address: 1400 Edgewood Dr
City, State Zip: Jefferson City, MO 65109
Telephone: 573-637-5000
E-Mail Address: ehuber@teamhuber.com
Authorized Signer's Printed Name and Title: Elizabeth Huber, CEC
Authorized Signature: [Signature] Date: 2-4-2016

THIS AMENDMENT IS ACCEPTED BY THE MISSOURI DEPARTMENT OF CORRECTIONS AS FOLLOWS: In its entirety.

[Signature]
Ellis McSwain, Chairman, Board of Probation and Parole
2/12/16
Date



**STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT**

RETURN AMENDMENT :

Sam Hammond
Samuel.Hammond@doc.mo.gov
573-526-6590
(573) 522-1582 (Fax)
FMU/PURCHASING SECTION
P O. BOX 236
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
5/28/15	Attn: Elizabeth Huber Huber & Associates Inc. 1400 Edgewood Drive Jefferson City, MO 65109	Amendment 002 Y13708307	Hardware Support of Kiosk Components Located at Probation and Parole Offices

CONTRACT #Y13708307 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraphs 2.3 on pages 3, the Department of Corrections desires to renew the above-referenced contract for the period of May 16, 2015 through May 15, 2016.

All terms, condition and provisions, including prices, of the previous contract period shall remain and apply hereto.

The contractor shall complete, sign and return this document as acceptance on or before the date indicated above.

IN WITNESS THEREOF, THE PARTIES HERETO EXECUTE THIS AGREEMENT.

Company Name: Huber & Assoc., Inc.

Mailing Address: 1400 Edgewood Dr.

City, State Zip: Jefferson City, MO 65109

Telephone: 573-634-5000

E-Mail Address: ehuber@teamhuber.com

Authorized Signer's Printed Name and Title: Elizabeth Huber, CEO

Authorized Signature: [Signature] Date: 6-1-2015

THIS AMENDMENT IS ACCEPTED BY THE MISSOURI DEPARTMENT OF CORRECTIONS AS FOLLOWS: In its entirety.

[Signature]
Ellis McSwain, Chairman - Board of Probation and Parole

[Signature]
Date



**STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT**

RETURN AMENDMENT NO LATER THAN APRIL 2, 2014 TO:

John Hall, Procurement Officer II
John.Hall@doc.mo.gov
(573) 526-6494 (Phone)
(573) 522-1562 (Fax)
FMU/PURCHASING SECTION
P.O. BOX 236
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
03/19/14	Attn: Elizabeth Huber Huber & Associates, Inc. 1400 Edgewood Drive Jefferson City, MO 65109	Amendment 1 Y13708307	Hardware Support of Kiosk Components Located at Probation and Parole Offices

CONTRACT #Y13708307 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraph 2.3 on page 3, the Missouri Department of Corrections desires to renew the above-referenced contract for the period of May 16, 2014 through May 15, 2015 with no increase in prices. All terms, conditions and provisions, including prices, of the previous contract period shall remain and apply hereto.

The contractor shall complete, sign and return this document as acceptance on or before the date indicated above.

IN WITNESS THEREOF, THE PARTIES HERETO EXECUTE THIS AGREEMENT.

Company Name: Huber & Associates, Inc.

Mailing Address: 1400 Edgewood Dr.

City, State Zip: Jefferson City MO 65109

Telephone: 573-634-5000

E-Mail Address: ehuber@teamhuber.com

Authorized Signer's Printed Name and Title: Elizabeth Huber, CEO

Authorized Signature: [Signature] Date: 4/1/2014

THIS AMENDMENT IS ACCEPTED BY THE MISSOURI DEPARTMENT OF CORRECTIONS AS FOLLOWS: In its entirety.

[Signature] 4/1/14
Ellis McSwain, Chairman, Division of Probation and Parole Date

INVITATION FOR BID



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

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

IFB 13708307

Hardware Support of Kiosk Components
Located at Probation and Parole Offices

FOR
Department of Corrections
Various Probation and Parole Offices Statewide

Contract Period: Date of Award through One
Year Date of Issue: January 7, 2013
Page 1 of 29

Bids Must Be Received No Later Than:

2:00 p.m. January 23, 2013

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

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

Company Name: Huber & Associates, Inc.
Mailing Address: 1400 Edgewood Drive
City, State Zip: Jefferson City, MO 65109
Telephone: 573-634-5000 Fax: 573-634-5500
Federal EIN #: 43-1516109 State Vendor # 00326691
Email: ehuber@teamhuber.com

Authorized Signer's Printed Name and Title:
Elizabeth Huber, CEO

Authorized Signature: Bid Date: 01/23/13

NOTICE OF AWARD:

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

In its entirety.

Contract No. **Y13708307**

Ellis McSwain, Chairman, Division of Probation and Parole

Date

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



Pricing Page (Exhibit A)

The bidder must provide firm fixed prices below for providing all services in accordance with the requirements herein. All costs associated with providing the required services shall be included in the stated prices.

Line Item	Description	Unit	Original Contract Period <i>Firm, Fixed Price</i>	1 st Renewal Period <i>Maximum Price</i>	2 nd Renewal Period <i>Maximum Price</i>	3 rd Renewal Period <i>Maximum Price</i>	4 th Renewal Period <i>Maximum Price</i>
001	Price per call where it is determined that the failure is not hardware related or does not require an on-site visit.	Per Call	\$ 250	\$255	\$260	\$265	\$270
002	Price per call when a site visit is necessary. The price shall include the call and the site visit.	Per Call	\$ 575	\$580	\$585	\$590	\$595
003	Per mile travel price. All charges related to travel, including any per diem charges must be included in the per mile price.	Per Mile	\$ 0	\$0	\$0	\$0	\$0

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

The bidder shall certify by completing the questions below:

Will any work related to the contract be performed offshore? ___Yes ___X_No

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

Stoll, Gary

From: Deb Stover [DStover@teamhuber.com]
Sent: Monday, May 06, 2013 9:39 AM
To: Stoll, Gary
Cc: Kroeger, Pam
Subject: Response from Huber on IFB 13708307

Gary,

Thanks for taking my call. Huber & Associates will honor the pricing we submitted on January 23, 2013 for IFB 13708307.

Deb Stover
Sales Director
Huber & Associates, Inc.
office: 573-634-5000
cell: 573-424-1333
fax: 573-634-5500



Announcing our new managed services offering, To learn more, [click here](#)

From: "Stoll, Gary" <Gary.Stoll@doc.mo.gov>
Date: May 6, 2013 8:15:09 AM CDT
To: "teamhuber.com, ehuber" <ehuber@teamhuber.com>
Subject: IFB 13708307

The DOC is finalizing the evaluation of IFB 13708307 for hardware support of kiosks located at probation and parole offices. Is the pricing submitted by Huber and Associates in response to IFB 13708307 still valid?

Thank you.

Gary Stoll, CPPB
Purchasing Manager
Missouri Department of Corrections
(573)-526-6402

Deb Stover
Sales Director
Huber & Associates, Inc.
office: 573-634-5000
cell: 573-424-1333
fax: 573-634-5500



Announcing our new managed services offering, To learn more, [click here](#)

HUBER & ASSOCIATES

Your technology partner



Missouri Department of Corrections

IFB 13708307

**Hardware Support of Kiosk Components
Located at Probation and Parole Offices**

Response Submitted by:



Huber & Associates, Inc.

**1400 Edgewood Drive
Jefferson City, MO 65109
573-634-5000**

Due 2:00 P.M., January 23, 2013

Smarter Solutions.com



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Letter of Transmittal

January 23, 2013

Gary Stoll CPPB
Purchasing Manager
Telephone: (573) 526-6402
E-mail: Gary.stoll@doc.mo.gov

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

Dear Mr. Stoll:

Huber & Associates, Inc. is pleased to respond to the Missouri Department of Corrections' IFB 13708307 for Hardware Support of Kiosk Components Located at Probation and Parole Offices. Submission of this proposal constitutes acceptance by Huber & Associates of all conditions contained in the IFB, including the evaluation factors as deemed appropriate by the Missouri Department of Corrections.

We are excited for this opportunity to continue to expand our partnership with the Missouri Department of Corrections. This proposal reflects our long-term commitment to helping you achieve your business objectives. We are confident that our team has the knowledge, experience, and resources available to support your requirements.

Thank you for your time and consideration. We look forward to answering any questions you may have. Please feel free to contact us either by phone or email.

Sincerely,

Angela Woods
Account Manager

Pam Kroeger
Director of Software Development



Executive Summary

Huber & Associates is pleased to respond to IFB 13708307 for Hardware Support of the Missouri Department of Corrections' (DOC) Kiosk Components Located at Probation and Parole Offices. The best possible previous contract experience for a vendor to have in support of this IFB is to have the background and experience that Huber & Associates has – we were involved in the design, creation, and support of the DOC kiosk hardware for over 11 years.

The DOC kiosk machines and their components were first implemented by Huber & Associates in 2001. In 2007, we implemented hardware components that were more secure and easier to maintain. And, throughout the years, we have provided ongoing maintenance for the hardware on these kiosk machines.

Huber & Associates knows these kiosk systems provide invaluable benefits to the DOC, and it is imperative that the hardware functions as flawlessly as possible every day. We will continue to demonstrate our strong commitment to the State of Missouri and the DOC by providing support that is solid, reliable, and dependable, and that meets or exceeds the general and performance requirements outlined in this IFB.

Our support team will be led by Pam Kroeger who has over 25 years of Information Technology experience in Correctional Institutions, ten of which she gained at the DOC. Of our more than 60 employees, almost all are available in some capacity to support the DOC with strong hardware, systems and administrative expertise. In 2007, Huber & Associates invested in an industry-leading professional services automation tool called ConnectWise which provides us a powerful Help Desk and Ticketing system to efficiently document, track and respond to DOC issues.

With our response to this IFB, Huber & Associates will provide the DOC with the hardware support you are requesting and guarantee you access to the team of professionals who supported your kiosk system for over 11 years.

Thank you for this opportunity.



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

Company Name: **Huber & Associates, Inc.**

Printed Name: **Elizabeth Huber**

Email Address: **ehuber@teamhuber.com**

Authorized Signature:  Date: 01/23/12



Other Information (Exhibit B)

The bidder must state below its location closest to Jefferson City.

Address: 1400 Edgewood Drive

City: Jefferson City

State: MO Zip Code: 65109



Experience, Expertise, Reliability

Previous contract experiences of a similar maintenance and support responsibility:

The best possible previous contract experience for a vendor to have in support of this IFB is to have the experience that Huber & Associates has – we were involved in the design, creation, and support of the kiosk systems for over 12 years.

DOC Kiosk Hardware Maintenance Service:

Huber & Associates has provided the DOC with ongoing hardware support of the Kiosk systems.

When we took over support from a previous vendor, over half of all of the kiosk machines were not operational. Huber & Associates tested and recommended new monitors to resolve the problem with the old monitors that had issues with a sliding glass panel that rendered the touch screen inoperable. We also tested and recommended new thin clients without hard drives, which ran much cooler and were more secure. We disconnected all the hard drives in the existing, working CPU's and had them boot off a USB drive. By replacing non-working monitors with new monitors and replacing broken CPU's with new thin clients, we were able to get all kiosks up and running.

In 2010, we started installing all the hardware to run each POS/Canteen window at each DOC institution. In 2011, we helped install 68 kiosks, one at each Probation and Parole site throughout the state of Missouri.

Our support for the kiosk systems has included, but has not necessarily been limited to:

- Phone Support for problem determination and issue resolution
- Remote Monitoring of equipment
- Remote reboot of equipment
- Server Support
- Support of Info^Mate operating system
- On-site installation of new or used equipment
- On-site troubleshooting
- Equipment Warranty Administration
- Ordering and Shipping replacement Equipment.
- Parts Depot

- Testing of failed equipment

Supported equipment included:

- Touch Screen Monitors
- Keyboards
- USB Keys
- Info^Mate Client
- Kiosk Dell Computers
- POS Scanners
- POS Printers
- Cables

DOC Support of Legacy Systems:

We began providing Missouri Department of Corrections (DOC) with software support of legacy systems in 1998, and for over six years, we supported Kiosk hardware in all of the Institutions.

The DOC hired Huber & Associates to help AIMS Corporation implement the Inmate Banking System in 1999. AIMS went out of business several years ago, and they did not supply source code to this system. However, Huber & Associates was very familiar with the Object Control Language, the data base files, and the application itself, which enabled us to efficiently support this legacy system for the DOC.

In 1999, Huber & Associates was hired to custom write a Canteen Point-of-Sale system for the DOC; and the following year we implemented this system at every institution in the State.

In 2000, we wrote the Inmate Revolving Fund Debt Collection System. Over the years, we implemented and supported Intervention Fee Systems and the DOR Debt Offset Tax Intercept System and integrated them into the Inmate Revolving Fund Debt Collection System.

In 2009, Huber and Associates was hired by the DOC to write a replacement to the AIMS Inmate Banking Software. Since then, Huber & Associates has worked with the DOC to replace and add several Inmate Banking systems, including: Mandatory Savings, Releases, Check Reconciliation, Inmate Payroll, Budget, Batch Processing, Debt Collection, Reporting, and Invoicing. These systems are part of the management of the Inmate Account fund.



We installed the Real Vision Imaging (RVI) system and integrated it with several of the Offender Finance Systems.

Kiosks for Probation and Parole, Institutions, and Canteen Point of Sale are also systems Huber & Associates has developed and supported for the DOC. We have provided support remotely for Kiosk applications, Kiosk hardware, and Kiosk operating system software. We have also provided and supported the Kiosk/POS WebSphere server. We have been able to provide this support with access granted to us through the DOC to the network and systems. Using tools we have developed to monitor each Kiosk by location, unit id and IP address, we have been able to take over any kiosk machine for problem resolution. We have also provided support remotely via telephone and email and can usually walk users through "how to's" on troubleshooting and hardware installation. We have provided help and instructions to end users about how to use the hardware and the software, often at the end user's request by telephone or by email. Each issue that has been reported to Huber & Associates has been resolved as quickly as possible.

The DOC Offender Finance Systems use a wide variety of technologies, including: RPG36, RPG, RPGLE, CL, OCL, Java, WebSphere, SQL, Visual Basic, Real Vision, Lansa, Query 400, .net, Linux, OS400, and Microsoft. Not only is Huber & Associates very knowledgeable about the wide variety of applications in use at the DOC, but we are also proficient in all of these technologies. It takes many full-time employees to support this complicated DOC environment.

Information that documents the depth and number of resources Huber & Associates has in support of this contract (i.e., financial, supplies, facilities, infrastructure, and human resources):

Huber & Associates has available resources to ensure successful completion of all IFB requirements. We can provide immediate, as-needed resources throughout the duration of this project. We are committed to providing all the resources necessary to ensure success!

Human Resources:

Huber & Associates will provide outstanding personnel to the DOC to support this contract. Our support team will be led by Pam Kroeger who has over 25 years of Information Technology experience in Correctional Institutions, ten of which she gained at the DOC. Of



our over 60 employees, almost all are available in some capacity to support the DOC with strong programming, systems and administrative expertise.

Facilities, Supplies, and Infrastructure:

Huber & Associates not only has the personnel required to support the DOC, but also has the facilities, systems and infrastructure required to support the Department of Corrections. Since our company's beginning in 1986, we have invested in the same systems that our clients use to allow us to provide support and training on those systems. In the summer of 2004, Huber & Associates moved its headquarters into a newly renovated facility in Jefferson City, Missouri, containing almost 20,000 square feet of office space, classroom space, and raised-floor computer room space.

Huber & Associates' Class 1/Class A facility, located at 1400 Edgewood Drive, Jefferson City, Missouri, includes:

- 150kW backup diesel generator
- Weekly fully loaded generator testing
- Redundant heating and air conditioning
- Dual factor electronic access controls for exterior doors and Data Center
- 7 x 24 security
- 24-Hour video surveillance
- 7 x 24 fire, smoke, temperature, & medical emergency monitoring
- Disaster protection, including fire, earthquake, & flood suppression

This facility includes an IBM Business Partner Innovation Center, one of only a limited number of IBM-approved centers in the country; it has helped Huber & Associates expand and offer better support to our clients through additional training, planning, implementation, testing, disaster recovery and high availability services.

Our Innovation Center houses nine different IBM iSeries and/or Power Systems with i/os. We provide our own test and development environments allowing us to avoid stressing the DOC systems. We also have a test WebSphere Intel server in our data center.

Our Innovation center also houses many other servers with applications that we use to provide support to our customers. In 2007, we installed an industry leading Professional Services Automation tool called ConnectWise to provide Huber & Associates with a powerful Help Desk and Ticketing system to help us document, track and respond to DOC issues.



Financial:

Huber & Associates is proud to be in our 27th year of business. In all of those years, Huber & Associates has never maintained any long-term debt. We have substantial lines of credit (totaling over 4.5 million dollars) with our suppliers such as Arrow Electronics, Ingram Micro, Tech Data, and IBM. We also have an excellent relationship with several local banks. You may contact Mr. David Myer at Central Bank (573-634-1234) or Mr. Jim Vossen at Hawthorn Bank (573-761-6100) for references.

In 2011, 2010, and 2009, we had \$31 million, \$25 million, and \$27 million respectively in sales, making Huber & Associates one of the largest IBM Business Partners in the Midwest.

Overview of Huber & Associates:

Huber & Associates is proud to be in our 27th year of business. Throughout these 27 years, our company has evolved from a hardware sales oriented company to a services provider company.

Business Nature & Structure of Huber & Associates:

Huber & Associates has over 60 employees divided into seven departments consisting of our three overlay departments: Sales, Marketing, and Accounting; and our four primary services departments: Enterpol, Technical Services, Systems Engineering, and Prime Focus Development.

Our Enterpol department develops and supports public safety applications, primarily for police and sheriff's offices in local government. Enterpol has over 100 installations, primarily in Missouri, Kansas, and Ontario, Canada.

Our Technical Services department specializes in networking, solutions involving Intel servers, and providing remote support through our Huber Advantage offerings. This team provides support which allows many of our clients to avoid hiring their own IT staff.

Our Systems Engineering department provides support for the IBM Power System platforms. This support includes remote monitoring, installations, migrations, and problem determination/troubleshooting.

Our Prime Focus department is primarily focused on the State of Missouri Department of Corrections. This team has been responsible for the design, implementation, and support of the DOC's Legacy Systems.

Huber & Associates' Services:

To achieve our position as an innovative, one-stop technology solution and services provider, Huber & Associates has built a consulting, sales and services organization that provides best-of-breed technologies from across a full spectrum of systems, including hardware, software, storage, networking, and security.

The table below summarizes some of our many services offerings.

<p>Systems & Storage Implementation:</p> <ul style="list-style-type: none"> * Sizing/configuration/installation * Hardware/OS upgrades and migrations * Software installation * Unix, Windows, and Linux implementations * System mgmt. and admin. * Performance tuning / capacity planning * Health checks * Disk and tape storage integration * Site preparation <p>Server & Storage Simplification:</p> <ul style="list-style-type: none"> * Assessment services * Consolidation/optimization/virtualization * Clustering * Logical partitioning (LPAR) <p>Networking:</p> <ul style="list-style-type: none"> * Network analysis and design * Network implementation * Switches and routers * LAN/WAN solutions <p>Data Protection:</p> <ul style="list-style-type: none"> * Disaster recovery (DR) * High availability * Backup and recovery 	<p>Security:</p> <ul style="list-style-type: none"> * Security auditing * Security consulting * Security design and implementation * Firewall Policy Review * Anti-Virus and Anti-SPAM * Intrusion detection/prevention <p>Application Development, Integration, & Modernization</p> <ul style="list-style-type: none"> * Lotus, WebSphere, Java, DB2, Visual Basic/.Net, Rational, RPG, PHP, Microsoft SQL, MySQL * Custom application design * Database design/implementation * Web site design and setup * Web enablement <ul style="list-style-type: none"> Portals Electronic commerce Web content management <p>Collaborative Processes</p> <ul style="list-style-type: none"> * Lotus Notes * Lotus Messaging & Conferencing * Microsoft Exchange * Active Directory * Sharepoint <p>Document Imaging</p> <ul style="list-style-type: none"> * Capture, store, manage, re- 	<ul style="list-style-type: none"> trieve, and route documents * Link to business applications <p>IBM Hardware & Software Asset Management</p> <ul style="list-style-type: none"> * Support options that best match operational and budget requirements * Advance notice of renewal dates * Asset-tracking database <p>Managed Services</p> <ul style="list-style-type: none"> * Remote monitoring of client networks, systems and applications * Web site hosting * Hosted disaster recovery * Remote backups * Offsite tape storage * Staff augmentation * "On demand" services <p>Client Training</p> <ul style="list-style-type: none"> * Classroom Training * Mentoring/Skills transfer <p>Enterpol Public Safety Solution</p> <ul style="list-style-type: none"> * CAD, RMS, JMS
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Company History:

Huber & Associates was launched in 1986 by two electrical engineers who had the minds for computer systems and the hearts for helping people find solutions to problems.

A few years earlier, Jim and Elizabeth Huber met at the University of Missouri-Columbia. After graduating from the College of Engineering, each went on to gain valuable experience with



IBM computer systems. Elizabeth wrote technical manuals, trained users, and supported customers, and Jim installed computer systems and helped businesses optimize their use.

In 1986, they took two life-changing steps: They launched a marriage and a business. With both having roots in mid-Missouri, it was the natural place to plant their computer consulting business. Our company initially operated out of Jim and Elizabeth's first home, where gray metal computer processors served as end tables. In the early years, Jim installed IBM computers for business customers, and Elizabeth joined him in the business on weekends, while continuing to work for IBM during the week.

The business grew quickly, as our reputation for solving technical challenges spread among business, government, and education clients. While continuing as an IBM business partner, Huber also began customizing software programs to help clients accomplish complex tasks. One of the first was a computerized system to track the volumes of constituent mail received by the Missouri Governor's Office.

In 1993, Elizabeth began working for the family company full-time and became chief executive officer and majority shareholder. That allowed Jim to devote himself completely to the role of chief technology officer. Huber & Associates became certified as a woman-owned and operated company.

While expertise in cutting-edge technology has been key to our business success, Elizabeth also credits Jim's early experience in public safety. As a teenager, he worked as a dispatcher in the county sheriff's office, gaining an appreciation for going to the aid of people in distress.

"Even today, he's like a fireman looking for a fire," Elizabeth says. "He loves to help people. If a business has lost its email or accounts receivable, it's just as much a crisis as an automobile accident is. We take this job of helping people very seriously. Jim's background has been a driving force in the business and its culture."

Huber & Associates is known for our "extreme, always-on" customer service. Even in the middle of the night, it's "the number to call if you have a real Mayday," says one of our long-time clients, Pat Siebeneck, Database Administrator for the Missouri Farm Bureau. "When they come in to assess the situation, they really take a personal interest in the project. They ask questions and do research to make valuable judgments. It's not just a business to them. They care so much," she says.

Our company has grown rapidly, serving customers throughout Missouri and other Midwestern states. By our 25th anniversary in 2011, our \$25 million company employed over



60 people working in the company's 20,000-square-foot headquarters in Jefferson City, Missouri, a branch office in Springfield, Missouri, and five other satellite locations.

The professionals hired by Huber & Associates commit to the company's established culture of customer service. Our employees do not think of working for Huber as a job, but as a commitment to one-on-one customer relationships.

Our company's business mission is to help people find solutions through technology. Innovative solutions have included:

- A kiosk system enabling the Missouri Department of Corrections Probation and Parole Clients to view their Intervention Fee accounts and make a payment via the kiosk or a similar website.
- A cell phone application enabling Missouri Department of Conservation agents to confirm hunting and fishing licenses while the agents remain in the field
- An electronic fax receipt system to enhance efficiency of an order fulfillment system for a nationwide textbook distribution center
- A Web-based customer ordering system with automatic inventory updates for a large Midwest specialty food supplier

Although Huber & Associates serves customers in a broad variety of industries, our company has developed a niche in public safety with Enterpol, a software product that automates emergency dispatch and jail management systems. Huber's customers come in all sizes. One of our employees, Sondra Allen, a developer, was one of Huber's first customers when she worked at the Missouri Baptist Convention. "I had a tiny budget, but Huber took just as good of care of us as its big customers. That speaks volumes about why our business has grown."

Huber & Associates has earned the distinction as an IBM Premier Business Partner and serves as a Business Partner Innovation Center. The company is also a Microsoft Gold Partner and was selected for the 2009 Best of Jefferson City Award in the Computer Integrated Systems Design category by the U.S. Commerce Association.

Huber & Associates also strives to be a strong community partner by supporting local schools and churches, the Samaritan Center, Salvation Army, Special Learning Center, and Vogelweid Learning Center. The firm has served as a sponsor of numerous local civic and charity events, including the Heart Ball, Chamber Gala, and Zonta Women of Achievement Luncheon.

Elizabeth and Jim are dedicated to professionally mentoring employees to promote advancement, and Elizabeth mentors youth as a volunteer elementary basketball coach.

Their business philosophy includes three equally important guiding rules:

- Make the workplace fun
- Help people
- Generate a profit to make it possible to continue the first two

State of Missouri & Local Government Experience:

Huber & Associates has been a strategic partner for the State of Missouri for 27 years, successfully performing ongoing hardware, software, and services engagements with almost every department in the State. Currently, we hold over 175 IT certifications and have a group of engineers, developers, project managers and system architects who have extensive, hands-on experience with Missouri's infrastructure environment. We have been involved in the design and creation of systems that have received numerous awards and recognitions for the State, including awards in excellence for the development of the KIOSK system at the State of Missouri Department of Corrections.

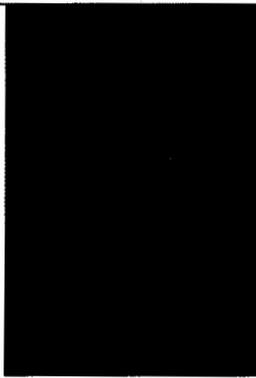
We currently hold multiple contracts that the State of Missouri can use to procure IBM hardware, software, and services

We also partner on an on-going basis with other vendors to provide the services and support needed for additional State of Missouri contracts, including the IT Statewide Consulting Services, Cisco contract, etc. Combining the knowledge and consulting skills of our government specialists with other partners, Huber & Associates brings our public sector clients significant value in pricing, solutions, services, and support.

Huber & Associates' in-depth experience with state and local government agencies comes in part from sales & support of our own suite of custom applications that provide core functionality for public safety agencies – our Enterpol Solutions for Public Safety. Enterpol, which is installed at a multitude of state and local public safety agencies across the United States and Canada, has three major modules: multi-jurisdictional Computer Aided Dispatch (CAD), centrally-accessible Records Management (RMS), and full-featured Jail Management (JMS). Officers of the Missouri Department of Natural Resources are using Enterpol in their vehicles as their records management solution. This secure solution allows them to continue working when they are connected, as well as disconnected, from wireless access points throughout the state of Missouri.



Following is the core technical team we have in place to continue to support this contract:

Title of Position: Director of Software Development	
Name of Person:	 Pam Kroeger
Educational Degree (s): include college or university, major, and dates	University of Missouri, Columbia, MO (1980 – 1982) Lincoln University, Jefferson City, MO (1982 – 1984) A.A.S. Computer Science
Specialized Training Completed:	PMI Certified Project Management Professional, September 2005 IBM Information Management DB2 Technical Sales Professional (v1), October 31, 2009 WebSphere Portal Technical Sales Professional (v1), November 3, 2009 IBM Information Management Optim Technical Sales Professional, November 13, 2009
# of years' experience in area of service proposed to provide:	26 years
Describe person's relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships	Huber & Associates' Employee: 17 Years
Describe this person's responsibilities over the past 12 months.	Director of Software Development – has led department of application developers supporting Missouri Department of Corrections



Previous employer(s), positions, and dates	Department of Corrections, Data Processing Specialist 1987 – 1996
Previous work assignments similar to the work under this contract	Pam has supported Offender Finance Systems during her 10 years of employment with MO Department of Corrections and during her 17 years of employment with Huber & Associates. She is responsible for the creation and support of the DOC Kiosk Systems and Point of Sale.

Title of Position: Development/Support	
Name of Person:	 Sondra Allen
Educational Degree (s): include college or university, major, and dates	Southwest Baptist University B.A. Mathematics, 1976
Specialized Training Completed:	IBM Certified Specialist AS/400 RPG IV Programmer IBM Certified DB2 9 Fundamentals 2012 IBM Certified DB2 9.7 Linux,Unix,Windows 2012
# of years' experience in area of service proposed to provide:	35 years
Describe person's relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships	Huber & Associates' Employee: 21 Years
Describe this person's responsibilities over the past 12 months.	Lead developer for the DOC Offender Banking Systems and all iSeries RPG related systems
Previous employer(s), positions, and dates	Missouri Baptist Convention Director of Data Processing Nov. 1981 – Nov. 1984, Nov. 1985 – Nov. 1989 Missouri Department of Revenue Programmer Analyst May 1981 – Nov. 1981 Missouri State Court Administrator Programmer Analyst



	Sept. 1980 – May 1981 Missouri State Highway Patrol Programmer Aug. 1976 – Aug. 1980
Previous work assignments similar to the work under this contract:	Missouri Department of Corrections, 1999 - Present Provides application support and development for Offender Finance systems including Inmate Revolving Fund Debt Collection System, Inmate Banking, Kiosk, Point of Sale, DOR Debt offset, and child support



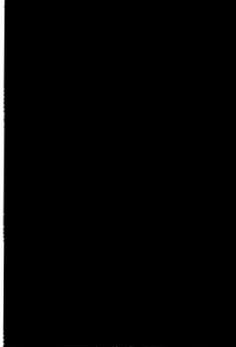
Title of Position: Development/Support	
Name of Person:	 Darin Dutcher
Educational Degree (s): include college or university, major, and dates:	Central Missouri State University, Warrensburg, MO 1987-1990, Marketing & Management
Specialized Training Completed:	IBM Certified Application Developer – Lotus Notes & Domino 8.5, January 21, 2010 4995 Programming with the Microsoft .NET Framework using Microsoft Visual Studio 2005, December 15, 2010 Workplace Forms Technical Sales Professional (v1), October 29, 2009 WebSphere Portal Technical Sales Professional (v1), October 29, 2009 IBM Certified Application Developer – Lotus Notes and Domino 8, January 22, 2009 IBM Certified Application Develop – Lotus Notes and Domino 7, January 21, 2008 Certified Lotus Specialist (CLS) in Application Development for R5, June 20, 2001 Certified Lotus Professional (CLP) in Application Development for R5, June 20, 2001 Certified Lotus Specialist (CLS) in Application Development for R6 Certified Lotus Professional (CLP) in Application Development for R6, June 18, 2001
# of years' experience in area of service proposed to provide:	13 years
Describe person's relationship to offeror. If employee, # of years. If subcontractor,	Huber & Associates' Employee: 9 Years



describe other/past working relationships	
Describe this person's responsibilities over the past 12 months.	Missouri Department of Corrections, 2010 - Present Support kiosk hardware, support and implementation; Responsible for hardware installation and support of the rollout of Missouri DOC new Point of Sale system
Previous employer(s), positions, and dates	Shelter Insurance Programmer
Previous work assignments similar to the work under this contract	Designer of the Huber & Associates' portion of the Intervention Fees website; Lead Hardware Support for Missouri Department of Corrections' Kiosks; Website Designer



Title of Position: Manager of Technical Support Services

<p>Name of Person:</p>	 <p>Matt Sekelsky</p>
<p>Educational Degree (s): include college or university, major, and dates:</p>	<p>University of Central Missouri – Warrensburg (2002-2006) BS in Computer Science and Mathematics</p>
<p>Specialized Training Completed:</p>	<ul style="list-style-type: none"> • IBM Certified Deployment Professional for IBM Tivoli Storage Manager V6.1 • IBM Certified Specialist for IBM BladeCenter • IBM eServer Certified Specialist for IBM p5 and pSeries Technical Sales Support • IBM Certified Specialist for IBM System P Solution Sales V5.3 • IBM Certified Specialist eServer pSeries/p5 Administration and Support for AIX 5.3 • IBM Systems Expert pSeries Enterprise Technical Support • IBM Certified Systems Expert eServer Enterprise Technical Support for AIX 5.3 • IBM Virtualization Engine Sales Professional • IBM Certified Storage Administrator for IBM Tivoli Storage Manager V6.1
<p># of years' experience in area of service proposed to provide:</p>	<p>10+ years</p>
<p>Describe person's relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships:</p>	<p>Huber & Associates' Employee: 6 Years</p>
<p>Describe this person's responsibilities over the past 12 months:</p>	<p>Leads a team of technical engineers providing remote support to many of our networking clients</p>



	Designed and created the Kiosk Info^Mate Operating System Proficient in Linux Operating System
Previous work assignments similar to the work under this contract:	Technical support and implementation experience in a variety of operating systems including Linux, AIX, and Windows. Extensive knowledge of Tivoli Storage Manager, the IBM System Storage product line, and backup methodologies. Experience working with state and corporate customers to engineer systems solutions incorporating IBM System P, System X, Bladecenter, and Tivoli Storage Manager.



Huber References for Hardware Support Services:

REFERENCE #1	
Contracting Agency/Entity Client Name:	State of Missouri Department of Corrections
Contact Name:	Rodney Kueffer
Contact Title:	Offender Finance Officer
Description of Role/Responsibility the above contact person had in referenced contact work:	Project Sponsor
Contact Phone Number:	573-751-3188
Contact Email Address:	rodney.kueffer@doc.mo.gov
Applicable Dates of Contract Work	1998 - Ongoing
Description of Services	Huber & Associates is a strategic technical solutions partner for the State of Missouri DOC, providing and supporting numerous customized application services for the agency. For example, we have written and continue to maintain the Institution's Canteen Point-of-Sale application, Kiosk and Offender Banking Systems.



REFERENCE #2	
Contracting Agency/Entity Client Name:	State of Missouri Office of Administration ITSD
Contact Name:	Theresa Roedel
Contact Title:	Computer Information Technology Specialist
Description of Role/Responsibility the above contact person had in referenced contact work:	Major Stakeholder and Subject Matter Expert for the DOC Offender Phone System
Contact Phone Number:	573-522-2783
Contact Email Address:	theresa.roedel@oa.mo.gov
Applicable Dates of Contract Work	1998 - Ongoing
Description of Services	Huber & Associates provides support for the offender telephone system. This support has included providing all the interfaces between the offender telephone system and the DOC inmate banking, offender management, point of sale, and kiosk systems to enable the implementation of debit calling and viewing of offender call history. This support has also included PIN administration and problem resolution related to interfaces to the offender telephone system.



REFERENCE #3	
Contracting Agency/Entity Client Name:	Huber Advantage Managed Services Clients
Description of Services	<p>Huber & Associates provides ongoing remote monitoring and hardware support services for over 50+ Huber Advantage clients, many of which are public safety agencies that require reliable and dependable 24x7 coverage.</p> <p>Below are three of our HA references. Additional references can be provided upon request.</p> <p style="text-align: center;">Abbott & Angerer CPA's, LLC Carol Angerer 1121 Southwest Boulevard Jefferson City, MO 65109 Phone: 573-636-4212 Email: carol@abbottangerer.com</p> <p style="text-align: center;">Missouri Chamber of Commerce Becky Wekenborg 428 East Capitol Avenue Jefferson City, MO 65101 Phone: 573-634-3511, ext. 233 Email: bwekenborg@mochamber.com</p> <p style="text-align: center;">Callaway 911 Shelly Anderson 1201 State Road O Fulton, MO 65251 Phone: 573-592-2496 Email: shellyanderson@cceoc.org</p>



Method of Performance

Method of Performance: The bidder should present a written narrative or insert replies to bid components which demonstrates agreement to the components, or details the method or manner in which the bidder proposes to satisfy these requirements.

Huber and Associates will provide remote hardware support of Kiosk Components located at Probation and Parole Offices from 8 am – 5 pm, Monday-Friday (CST). The Probation and Parole office will call Huber & Associates at 573-634-5000 to request service. Calls will be answered live and will either be transferred to one of our support people immediately or a message will be taken for a support person to call you back.

Kiosk Components within the scope of this contract include: existing kiosk cabinets, thin client CPU's, touchscreen monitors, and USB flash drives.

Huber & Associates will respond to problems from the Department Comptroller. We will analyze the problem to determine whether it is hardware related. If the problem discussed seems to be hardware related, we will instruct the Department Comptroller of the recommended solution to install the on-site spare equipment, or we will instruct the DOC to send a replacement part to the Probation and Parole office with the problem. If an on-site visit is necessary to fix the problem, we will schedule it within three business days from receiving the call from the Department Comptroller. If the problem does not appear to be hardware related, we will contact the Department Comptroller and report the problem outside of the scope of the IFB. Most issues will be researched and resolved by the same team of consultants who have been involved with the Kiosk hardware since it was implemented at the DOC.

After we have replaced any part at a Probation & Parole Office, we will test and verify that the equipment is working. As required, we will power on the system and verify that it is working correctly by going to www.modocfees.com. Upon successful power on, we shall obtain a signature from a Probation and Parole office contact.

If the equipment is defective, we will return the equipment to the DOC which will then dispose of the defective equipment.



Huber and Associates will provide a quarterly report to the DOC Comptroller showing depot equipment quantities and problem status. Our report will list: calls, description of call, solution, DOC contact and the date reported and resolved.

The IFB lists the General Performance Requirements necessary to support specific Kiosk hardware, and Huber & Associates is committed to meeting those requirements to provide the DOC with outstanding, comprehensive customer support.



Business Entity Certification (Exhibit C)

BUSINESS ENTITY CERTIFICATION:

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

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

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

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

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



Name of **Missouri State Agency or Public University*** to Which Previous E-Verify Documentation Submitted: Department of Homeland Security – Verification Division

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

Date of Previous E-Verify Documentation Submission: 01/31/2102 (attached)

Previous Bid/Contract Number for Which Previous E-Verify Documentation Submitted: unknown

(if known)

Elizabeth Huber

Authorized Business Entity Representative's Name (Please Print)

180036

E-Verify MOU Company ID Number

Huber & Associates, Inc.

Business Entity Name

Authorized Business Entity Representative's Signature

ehuber@teamhuber.com

E-Mail Address

01/23/13

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date

E-Verify



Company ID Number: 180036

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

Employer Huber & Associates, Inc.

Elizabeth R Huber

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/14/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/14/2009

Date

EXTENSION OF AGREEMENT

The Memorandum of Agreement ("MOA"), by and between the Missouri Department of Revenue and Huber and Associates, Inc. ("Huber"), to allow Huber to act as an agent for various housing authorities in implementing debt offset under the Debt Offset Procedure provided for in Sections 143.782 to 143.788, RSMo, is hereby extended as set forth below:

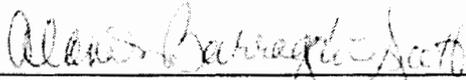
Extension:

The MOA provides that the agreement shall remain in full force and effect until January 31, 2012, with the option of extending the MOA upon agreement by the parties. By execution hereof, the parties mutually agree to extend the MOA for one year beginning February 1, 2012, and ending January 31, 2013.

In all other respects not specifically addressed herein, the MOA shall remain in full force and effect.

IN WITNESS HEREOF, the parties, acting by and through their duly authorized representatives, have executed this Extension of Agreement by signing their names as of the date(s) set forth below

Missouri Department of Revenue

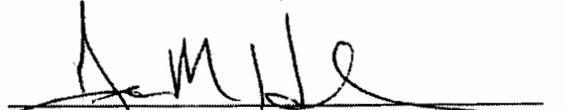


Alana M. Barragan-Scott, Director
301 W. High Street, P.O. Box 475
Jefferson City, MO 65015-0311
(573) 751-5671

2-3-2012

Date

Huber and Associates, Inc.



James Huber, President
1400 Edgewood Drive
Jefferson City, MO 65101

1-31-2012

Date

12 FEB -1 AM 9:01

INVITATION FOR BID



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

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

IFB 13708307

Hardware Support of Kiosk Components
Located at Probation and Parole Offices

FOR
Department of Corrections
Various Probation and Parole Offices Statewide

Contract Period: Date of Award through One
Year Date of Issue: January 7, 2013
Page 1 of 29

Bids Must Be Received No Later Than:

2:00 p.m. January 23, 2013

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

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

Company Name: Huber & Associates, Inc.
Mailing Address: 1400 Edgewood Drive
City, State Zip: Jefferson City, MO 65109
Telephone: 573-634-5000 Fax: 573-634-5500
Federal EIN #: 43-1516109 State Vendor # 00326691
Email: ehuber@teamhuber.com

01-23-13P01:19 RCVD



Authorized Signer's Printed Name and Title:
Elizabeth Huber, CEO

Authorized Signature: _____ Bid Date: 01/23/13

NOTICE OF AWARD:

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

Contract No. _____

Ellis McSwain, Chairman, Division of Probation and Parole

Date _____

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

INVITATION FOR BID



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

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

IFB 13708307

Hardware Support of Kiosk Components
Located at Probation and Parole Offices

FOR
Department of Corrections
Various Probation and Parole Offices Statewide

Contract Period: Date of Award through One Year
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Page 1 of 29

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

Company Name: _____

Mailing Address: _____

City, State Zip: _____

Telephone: _____ Fax: _____

Federal EIN #: _____ State Vendor # _____

Email: _____

Authorized Signer's Printed Name and Title _____

Authorized Signature: _____ Bid Date _____

NOTICE OF AWARD:

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

Contract No. _____

Ellis McSwain, Chairman, Division of Probation and Parole

Date _____

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

conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

2.3. Renewal Periods

- 2.3.1. If the Department exercises the option for renewal, the contractor shall agree that the prices for the renewal period shall not exceed the maximum percent of increase quoted for the applicable renewal period stated on **Exhibit A, Pricing Page** of the contract.
- a. If renewal prices are not provided, the prices during renewal periods will be the same as during the original contract period.
 - b. The Department does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.

2.4. Invoicing and Payment Terms:

- 2.4.1 All payment terms shall be as stated in the terms and conditions of this contract. Payments will be processed based on final delivery, inspection, and acceptance of services. Payment terms should be Net 30 days unless otherwise stated in the IFB.
- 2.4.2 The contractor shall accurately invoice per the price indicated on **EXHIBIT A, Pricing Page**.
- 2.4.3 Invoices shall be emailed to doc.payables@doc.mo.gov or mailed to:

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

- 2.4.4 Each invoice submitted must be specific to one purchase order number, referenced on the invoice. Failure to comply with this requirement may delay processing of invoices for payment. Emailed invoices should contain the purchase order number in the subject line.
- 2.4.5 The contractor's invoice should include any discount for prompt payment as indicated on **EXHIBIT A, Pricing Page**.

2.5. Contractor Status

- 2.5.1 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.

2.6. Liability

- 2.6.1. The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or its employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract.

2.7. Subcontractors

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

2.8.1 Property of State

2.8.1 All reports, documentation, and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the Department. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the Department

2.8. Contract Prices and Percentages:

2.8.1. All prices shall be as stated on **Exhibit A, Pricing Page**. The Department shall not pay nor be liable for any other additional costs, including but not limited to, taxes, shipping charges, insurance, interest penalties, termination payments, attorney fees, liquidated damages, per diem, etc.

2.8.2. The contractor may charge a round trip travel charge for on-site visits based on the per mile charge stated on **Exhibit A, Pricing Page** for the following:

- a. The shortest distance as determined by MapQuest between the Department's warehouse in Jefferson City and the contractor's closest location to Jefferson City; plus
- b. The allowable miles between the Department's warehouse in Jefferson City and the Probation and Parole office location as listed on Attachment 1.

2.8.3. Pricing shall be considered firm for the duration of the contract period.

2.9. Affidavit of Work Authorization and Documentation

2.9.1. 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 Immigration Responsibility Act (IIRIRA) and INA Section 274A.

2.9.2. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.

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

2.10. E-Verify

2.10.1. If the contractor meets the definition of a business entity as defined in section 285.525 RSMo, pertaining to section 285.530 RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525 RSMo, pertaining to section 285.530 RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:

- a. Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- b. Provide to the Department the documentation required **Exhibit C, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization** affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
- c. Submit to the Department a completed, notarized Affidavit of Work Authorization provided in the **Exhibit C, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization**.

2.10.2. In accordance with subsection 2 of section 285.530 RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

3. PERFORMANCE REQUIREMENTS

3.1. General Requirements

3.1.1. The contractor shall offer service support for the existing kiosk cabinets, thin client CPU's, touchscreen monitors, and USB flash drives in order to determine what replacement parts are defective.

3.2. Service Requirements

3.2.1 In the event of a perceived equipment failure at any of the Probation and Parole offices listed in Attachment 1, the following events will occur:

- a. The Probation and Parole staff shall notify the contractor by telephone.
 - (1) The contractor must be available 8:00AM – 5:00PM Central Time Monday through Friday.
- b. The contractor shall troubleshoot the problem by telephone to determine if it is hardware related.
- c. If the contractor determines the problem is not hardware related, the contractor shall report back to Department Comptroller that the problem is outside of the scope of the contract.
- d. If the contractor determines the problem is hardware related, the contractor shall notify the Department Comptroller of a recommended solution.

- e. The Department Comptroller shall make a determination if the hardware can be installed by Department staff or if an on-site visit by the contractor to replace the hardware is necessary.
- f. If the Department Comptroller determines that an on-site visit by the contractor is necessary, the contractor will obtain any necessary replacement parts from Department warehouse.
- g. The contractor shall contact the Probation and Parole office and schedule a time for on-site service.
 - (1) The on-site service shall be scheduled no more than three (3) business days after the contractor is notified by the Department Comptroller that an on-site visit by the contractor is necessary.
- h. After replacing the parts, the contractor shall power on the system and verify that it is working correctly by going to www.modocfees.com. Upon successful power on, contractor shall obtain signature from Probation and Parole office contact.
- i. The contractor shall then return defective equipment to the Department warehouse and provide the Department Comptroller with written documentation of what components are defective and if the components can be repaired and reused.

3.3 Reporting Requirements

- 3.3.1 The contractor must provide quarterly reports to the Department Comptroller showing depot equipment quantities and problem statuses. The report shall list all calls, location, site contact, a description, solution, date reported and date resolved.

4. BIDDERS INSTRUCTIONS

4.1. Compliance with Terms and Conditions

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

4.2. Bid Detail Requirements and Deviations

- 4.2.1. It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated herein. The bidder should clearly identify detailed specifications for the product being offered and any deviations from both the mandatory and desirable specifications stated in the IFB on the pricing pages. Any deviation from a mandatory requirement may render the bid nonresponsive; any deviation from a desirable specification may be reviewed by the Department as to its acceptability and impact on competition. A deviation from mandatory specification should be addressed by the bidder in detail sufficient to explain whether the deviation alternatively meets or exceeds the mandatory specification; said explanation shall be required of the bidder if requested by the Department.

4.3. Firm, Fixed Pricing

- 4.3.1. The bidder shall submit firm fixed pricing on the Exhibit A, Pricing Page. The prices bid shall remain valid for 90 days from bid opening date unless otherwise indicated.
 - a. Line item 001 shall be the bidder's firm, fixed price per call where it is determined that the failure is not hardware related or does not require an on-site visit.

- b. Line item 002 shall be the bidder's firm fixed price per call when a site visit is necessary. The price shall include the call and the site visit.
- c. Line item 003 shall be the bidders per mile travel price. All charges related to travel, including any per diem charges must be included in the per mile price.

4.4 Other Information

- 4.4.1 Bidder shall state in Exhibit B, Other Information its location that is closest to Jefferson City.

4.5 Preferences

- 4.5.1 Pursuant to 34.165, RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to bidders including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.

- b. In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:
 - (1) The bidder must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
 - (2) The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the bidder's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
 - (3) If the bidder is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the bidder must provide the following information with the bid:
 - Participation Commitment - The bidder must complete Exhibit D, Participation Commitment, by identifying the organization for the blind or sheltered workshop, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder must be listed in the appropriate table on the Participation Commitment Form.
 - Documentation of Intent to Participate – The bidder must either provide a properly completed Exhibit E, Documentation of Intent to Participate form, signed and dated no earlier than the IFB issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the IFB issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

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

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

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

- d. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following Internet addresses:

<http://www.lhbindustries.com>

<http://www.alphapointe.org>

- e. Commitment – If the bidder's bid is awarded, the organization for the blind or sheltered workshop participation committed to by the bidder on Exhibit D, Participation Commitment, shall be interpreted as a contractual requirement.

4.6.2 Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) point bonus preference shall be granted to bidders including products and/or services manufactured, produced or assembled by a qualified SDVE.

- a. In order to qualify for the three bonus points, the following conditions must be met and the following evidence must be provided:

- (1) The bidder must either be a SDVE or must be proposing to utilize a SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.
- (2) The services performed or the products provided by the SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the SDVE is utilized, to any extent, in the bidder's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- (3) If the bidder is proposing participation by a SDVE, in order to receive evaluation consideration for participation by the SDVE, the bidder must provide the following information with the bid:
 - Participation Commitment – The bidder must complete Exhibit D, Participation Commitment, by identifying each proposed SDVE, the committed percentage of participation for each SDVE, and the commercially useful products/services to be provided by the listed SDVE. If the bidder submitting the bid is a qualified SDVE, the bidder must be listed in the appropriate table on the Participation Commitment Form.
 - Documentation of Intent to Participate – The bidder must either provide a properly completed Exhibit E, Documentation of Intent to Participate form, signed and dated no earlier than the RFQ/IFB issuance date by each SDVE or must provide a recently dated letter of intent signed and dated no earlier than the RFQ/IFB issuance date by the SDVE which: (1) must describe the products/services the SDVE will provide and (2) should include evidence that the SDVE is qualified, as defined herein.

NOTE:

- (a) If the bidder submitting the bid is a qualified SDVE, the bidder is not required to complete Exhibit E, Documentation of Intent to Participate form or provide a recently dated letter of intent.

- (b) If the SDVE is listed on the following Internet address, the SDVE is not required to provide a copy of the SDV's (service-disabled veteran) award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper [DD Form 214, Certificate of Release or Discharge from Active Duty], and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs.

www.oa.mo.gov/purch/vendorinfo/sdve.html

- b. Commitment – If the bidder's bid is awarded, the SDVE participation committed to by the bidder on Exhibit D, Participation Commitment shall be interpreted as a contractual requirement.

Qualified SDVE:

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

4.7 Evaluation and Award Process

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

- a. Cost.....60 points
- b. Experience, Expertise, Reliability.....20 points
- c. Method of Performance.....20 points

4.7.2 The objective evaluation of cost shall be based upon the individual prices shown on Exhibit A, Pricing Page for the original contract period and each renewal period to obtain a total bid price. For evaluation purposes only, a quantity of one (1) call that is not hardware related or no site visit is necessary, one (1) call where a site visit is necessary, one (1) round trip mileage charge based on the shortest distance as determined by MapQuest between the Department's warehouse and the contractor's closest location to Jefferson City plus a round trip charge of fifty (50) miles from the Department's warehouse and a probation and parole office.

The formula for computing cost points shall be:

$$\frac{\text{Lowest Responsive Bid Price}}{\text{Compared Bid Price}} \times 60 = \text{Total Cost Evaluation Points}$$

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

- 4.7.3 Experience and reliability of the Bidder's organization are considered subjectively in the evaluation process. Therefore, the bidder is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this IFB.
- d. The bidder should provide the following information related to previous and current services/contracts performed by the bidder's organization and any proposed subcontractors which document the bidder's prior experience in performing the services described in this IFB or services comparable to the services described in this IFB.
- (1) Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
 - (2) Dates of the service/contract
- 4.7.4 Bids will be subjectively evaluated based on the Bidder's proposed method for performing the mandatory and other/optional components of the IFB. The bidder should present a written narrative which details the method or manner in which the bidder proposes to satisfy these requirements.
- 4.7.5 The contract award shall be made to the responsive bidder with highest number of points.
- 4.7.6 The Department reserves the right to reject any bid which is determined unacceptable for reasons which may include but may not necessarily be limited to: 1) failure of the bidder to meet mandatory general performance specifications; and/or 2) failure of the bidder to meet mandatory technical specifications; and/or 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the bidder within the past three years.
- 4.7.7 As deemed in its best interests, the Department reserves the right to clarify any and all portions of any bidder's offering.

EXHIBIT A
Pricing Page

The bidder must provide firm fixed prices below for providing all services in accordance with the requirements herein. All costs associated with providing the required services shall be included in the stated prices.

Line Item	Description	Unit	Original Contract Period <i>Firm, Fixed Price</i>	1 st Renewal Period <i>Maximum Price</i>	2 nd Renewal Period <i>Maximum Price</i>	3 rd Renewal Period <i>Maximum Price</i>	4 th Renewal Period <i>Maximum Price</i>
001	Price per call where it is determined that the failure is not hardware related or does not require an on-site visit.	Per Call	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
002	Price per call when a site visit is necessary. The price shall include the call and the site visit.	Per Call	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
003	Per mile travel price. All charges related to travel, including any per diem charges must be included in the per mile price	Per Mile	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

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

The bidder shall certify by completing the questions below:

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

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

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

Company Name: _____

Printed Name: _____ Email Address: _____

Authorized Signature: _____ Date: _____

Exhibit B
Other Information

The bidder must state below its location closest to Jefferson City.

Address: _____

City: _____

State: _____ Zip Code: _____

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

BUSINESS ENTITY CERTIFICATION:

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

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

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

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

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

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

_____ Authorized Representative’s Name (Please Print)	_____ Authorized Representative’s Signature
_____ Company Name (if applicable)	_____ Date

EXHIBIT C, continued

BOX B – CURRENT BUSINESS ENTITY STATUS

(Complete the following information and provide a copy of the E-Verify implementation and an Affidavit of Work Authorization and a Notarized Affidavit of Work Authorization, 2009, on file with the State of Missouri. If completing Box B, you must complete (C).)

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

Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
Business Entity Name	Date
E-Mail Address	

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

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

EXHIBIT C, continued

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

(Complete the following information if you have a bid or contract under a bid or contract of Work Authorization, dated and signed September 1, 2009 or after, already on file with the State of Missouri. If completing Box C, do not complete Box B.)

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

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

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

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

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted:

(if known)

Authorized Business Entity
Representative's Name
(Please Print)

Authorized Business Entity
Representative's Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY:

Documentation Verification Completed By:

Buyer

Date

EXHIBIT D
PARTICIPATION COMMITMENT

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

Organization for the Blind/Sheltered Workshop Commitment Table	
By completing this table, the bidder commits to the use of the organization at the greater of \$5,000 or 2% of the actual total dollar value of contract.	
(The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)	
Name of Organization for the Blind or Sheltered Workshop Proposed	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop <i>The bidder should also include the paragraph number(s) from the IFB which requires the service the organization for the blind/sheltered workshop is proposed to perform.</i>
1.	Product/Service(s) proposed:
	IFB Paragraph References:
2.	Product/Service(s) proposed:
	IFB Paragraph References:

SDVE Participation Commitment Table		
(The services performed or the products provided by the listed SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
Name of Each Qualified Service-Disabled Veteran Business Enterprise (SDVE) Proposed	Committed Percentage of Participation for Each SDVE (% of the Actual Total Contract Value)	Description of Products/Services to be Provided by Listed SDVE <i>The bidder should also include the paragraph number(s) from the IFB which requires the service the SDVE is proposed to perform.</i>
1.	%	Product/Service(s) proposed:
		IFB Paragraph References:
2.	%	Product/Service(s) proposed:
		IFB Paragraph References:
Total SDVE Percentage:	%	

EXHIBIT E

DOCUMENTATION OF INTENT TO PARTICIPATE

If the bidder is proposing to include the participation of an Organization for the Blind/Sheltered Workshop and/or qualified Service-Disabled Veteran Business Enterprise (SDVE) in the provision of the products/services required in the IFB, the bidder must either provide a recently dated letter of intent, signed and dated no earlier than the IFB issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the bidder's bid.

~ Copy This Form For Each Organization Proposed ~

Bidder Name: _____

This Section To Be Completed by Participating Organization:

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

Indicate appropriate business classification(s):

_____ Organization for the Blind _____ Sheltered Workshop _____ SDVE

Name of Organization: _____
(Name of Organization for the Blind or Sheltered Workshop or SDVE)

Contact Name: _____ Email: _____

Address (If SDVE, provide MO Address): _____ Phone #: _____

City: _____ Fax #: _____

State/Zip: _____ Certification # _____

SDVE's Website Address: _____ Certification Expiration Date: _____ (or attach copy of certification)

Service-Disabled Veteran's (SDV) Name: _____ SDV's Signature: _____
(Please Print)

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

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

Authorized Signature:

*Authorized Signature of Participating Organization
(Organization for the Blind, Sheltered Workshop, or SDVE)*

*Date
(Dated no earlier than the IFB issuance date)*

EXHIBIT E (continued)

DOCUMENTATION OF INTENT TO PARTICIPATE

SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)

If the participating organization is an SDVE, then the SDVE must provide the following Service-Disabled Veteran (SDV) documents unless previously submitted within the past five (5) years to a Missouri state agency or public university:

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

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

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

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

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

Date SDV's Documents were Submitted: _____

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

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

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

**STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS**

TERMS AND CONDITIONS -- INVITATION FOR BID

1. TERMINOLOGY/DEFINITIONS

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

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

2. APPLICABLE LAWS AND REGULATIONS

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

3. PROCUREMENT AUTHORITY AND CONTRACT ADMINISTRATION

- a. The Office of Administration has issued a delegation of authority to the Department that enables the Department to develop, evaluate, and award contracts with a value up to \$24,999.99.

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

4. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

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

5. PREPARATION OF BIDS

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

6. SUBMISSION OF BIDS

- a. Delivered bids must be sealed in an envelope or container, and received in the Department's Purchasing office located at the address indicated on the cover page of the IFB no later than the exact opening time and date specified in the IFB. All bids must (1) be

submitted by a duly authorized representative of the bidder's organization, (2) contain all information required by the IFB, and (3) be priced as required. Hard copy bids may be mailed to the Department post office box address. However, it shall be the responsibility of the bidder to ensure their bid is in the Department's Purchasing office no later than the exact opening time and date specified in the IFB.

- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid which has been delivered to the Department may be modified by signed, written notice which has been received by the Department's Purchasing office prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid which has been delivered to the Department may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by the Department prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.
- e. A bid may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the bidder. Justification of withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the bidder.
- f. Bidders delivering a hard copy bid to must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.
- g. Faxed and e-mailed bids shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

7. BID OPENING

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

8. PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In the evaluation of bids, a service-disabled veteran business preference shall be applied in accordance with section 34.074 RSMo.

9. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the Department to be in the best interest of the State of Missouri.
- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, the Department reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the Department reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The Department reserves the right to reject any and all bids.
- g. When evaluating a bid, the Department reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.

- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the Department to the successful bidder. The Department reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by the Department based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation submitted on or before the official opening date and time will be considered open records pursuant to section 610.021 RSMo.
- k. The Department maintains records of all bid file material for review. Bidders who include an e-mail address with their bid will be notified of the award results via e-mail, if specifically requested in writing.
- l. The Department reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- n. The final determination of contract award(s) shall be made by the Department.

10. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Department's acceptance of the response (bid) by "notice of award" or by "purchase order." All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- c. A notice of award issued by the Department does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the Department, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Department.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department 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.

11. 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.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- e. The Department assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the Department's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the Department shall be subject to late payment charges as provided in Section 34.055 RSMo.
- g. The Department reserves the right to purchase goods and services using the state purchasing card.

12. DELIVERY

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

13. INSPECTION AND ACCEPTANCE

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

14. WARRANTY

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

15. CONFLICT OF INTEREST

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

16. CONTRACTOR STATUS

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

17. REMEDIES AND RIGHTS

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

18. SEVERABILITY

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

19. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the Department may cancel the contract. At its sole discretion, the Department may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the Department, within 10 working days from notification, a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the Department will issue a notice of cancellation terminating the contract immediately.

- c. If the Department cancels the contract for breach, the Department reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Department deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the Department for any period in which funds have not been appropriated, and the Department shall not be liable for any costs associated with termination caused by lack of appropriations.
- e. If the Department has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Department shall declare a breach and cancel the contract immediately without incurring any penalty.

20. TERMINATION OF CONTRACT

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

21. ASSIGNMENT OF CONTRACT

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

22. FORCE MAJEURE

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

23. CONTRACT EXTENSION

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

24. COMMUNICATIONS AND NOTICES

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

25. INSURANCE

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

26. BANKRUPTCY OR INSOLVENCY

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

27. INVENTIONS, PATENTS AND COPYRIGHTS

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

28. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

29. AMERICANS WITH DISABILITIES ACT

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

30. FILING AND PAYMENT OF TAXES

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

31. TITLES

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

Revised 06-20-08

Revised 3-1-11

Revised 12-12-11

Revised 02-24-12

ATTACHMENT 1
PROBATION AND PAROLE OFFICE ADDRESS & TELEPHONE NUMBERS

1	01	St. Joseph - CSC	3305 Faraon Street	64506	Linda Smith	Dale Good	816-271-3131	218
1	02	Cameron	207 East McElwain, Suite B	64429	Jeanie Hinnen	Ron Blakely	816-632-3781	185
1	03	Hannibal - CSC	2002 Warren Barrett Drive	63401	Sherri Graham	Dan Conboy	573-248-2450	108
1	04	Kansas City	1730 Prospect, 2 nd Floor	64127	Stacy Gillespie	Shari Morlang	816-482-5882	143
1	4B	Kansas City Pre Trial	1828 Walnut, 9 th Floor	64108	Tina Schwartze	Karla Cobb	816-889-7420	145
1	4C	Kansas City Central	3111 Swope Parkway	64130	Sydney Achterberg	Colin Smyth	816-889-3322	138
1	4W	Kansas City West	1330 Brushcreek	64110	Lynn Bolden	Denise Bruce	816-753-8320	140
1	4R	Western Regional	1828 Walnut, 10 th Floor	64108	Victoria Dulle	Michelle Peters	816-889-7600	145
2	KCCRC	KCCRC & KC CSC (2 kiosks)	651 Mulberry	64101	Dana Helems	Jackie Dunn	816-842-7467	149
1	05	Warrensburg	610 N. Ridgeview Drive	64093	Dee Hamlin	Lori Burk	660-543-7920	87
1	06	Columbia	1500 Vandiver	65202	Susan Cornett	Dana Thompson	573-884-7016	36
1	7C	St. Louis City Central	111 N. 7 th Street, Room 150	63101	Cindy Tostado	Joan Sandford	314-340-7240	131
1	7B	St. Louis City Probation	1114 Market Street, Room 200, 2 nd Floor	63101	Leslie Rimson	Donna Jones	314-340-6999	131
1	7S	St. Louis City South	3101 Chouteau	63103	Essence Webster	Susan Van Rees	314-301-4999	129
1	8C	St. Louis County Central	9441 Dielman Rock Island Drive	63132	Arnold Carter	John Buck	314-340-3801	127
1	8N	St. Louis County North	8501 Lucas & Hunt Blvd., Suite 120	63136	Maureen Woodson	Roger O'Connor	314-877-2602	129
1	8E	St. Louis County East	4040 Seven Hills Drive, Suite 273	63033	Veronica Taylor	Shereda Lowery	314-877-3000	128
1	8S	St. Louis County South	7545 S. Lindbergh Blvd., Suite 120	63125	Antoinette Crawford	Leland Smith	314-416-2884	121
1	ERA	Eastern Regional Admin.	220 S. Jefferson, 2 nd Floor, St. Louis	63103	Renee Roodman	Donna King	314-877-1176	130
1	EP	Eastern Region Primary	220 S. Jefferson, St. Louis	63103	Terri Sailor	Cora Haynes	314-877-1000	130
1	EC	Eastern Region Community Corrections	220 S. Jefferson, St. Louis	63103	Shona Howard	Fannie Davis	314-877-1000	130
3	SLCRC	SLCRC (3 Kiosks)	1621 N First, St Louis	63102	Marc Taylor	Janet Schneider	573-877-0300	132

1	09	Joplin	1919 Rangeline Rd.	64801	Nancy Gillogly	Cherylon Winningham	417-629-3200	201
1	10	Springfield	2530 H. South Campbell	65807	Teresa Andrus	Kim McKlentic	417-888-4203	136
1	10R	Springfield – SW Regional	1735 Catalpa, Suite A	65807	Jo Choi	Bill Abbett	417-895-5700	136
1	11	Rolla	1105 Kingshighway	65401	Rhonda Wilks	Scott Berkbigler	573-368-2233	67
1	11S	Steelville	100 S. First Street, PO Box 1475	65565		Karen Santhuff	573-775-3311	84
1	12	Farmington – CSC	1430 Doubet Road	63640		Shelly Crump	573-218-5006	147
1	13	West Plains	1580 Imperial Center	65775	Carolyn Honeycott	Richard Chronister	417-256-6178	163
1	14	Sikeston	102 Arthur Drive	63801	Kimberly McClard	Scott Schlosser	573-472-5353	246
1	14S	New Madrid	350-C U.S. Highway 61, PO Box 335	63869		Rich Ruch	573-748-2464	264
1	15	Hillsboro	4621 Yeager Road	63050	Pam Caine	Doug Copeland	636-789-3392 636-797-4729 636-797-4824	117
1	16	Union	3 Truman Court	63084	Renee Willis	Lisa Schulze	636-583-8933	81
1	17	St. Charles	211 Compass Point Drive	63301	Sue Weber	James Adkins	636-940-3333	111
1	18	Moberly	1150 S. Morley	65270	Joyce Milhollin	Brad Ayers	660-263-3762	69
1	18S	Kirksville	516 S. Main	63501		Kim Helton	660-785-2430	125
1	18S	Macon	1718 Prospect Drive, Suite A	63552		Rich Barnett	660-385-5731	93
1	19	Liberty	910 Kent	64068	Lori Drummond	Tim Wholf	816-792-0793	146
1	20	Camdenton	409 W. Hwy 54	65020	Marion Phillips	Jim Powell	573-346-2878	60
1	21	Branson	2720 Shepherd of the Hills Expressway, Suite A	65616	Kim Fearn	Kerry Nelson	417-334-5613	173
1	22	Cape Girardeau	3463 Armstrong Drive	63703	Karen Martin	Sharon Derrington	573-290-5820	214
1	22S	Perryville	12 E Wichern	63775		Russ Little	573-547-9285	174
1	23	Kennett-CSC	1401 Laura Drive	63857	Doretta Locascio	Melissa Bergman	573-888-4900	259
1	24	Independence	14440 E. 42 nd Street	64055	Lisa Highfill	Tracy Kirksey	816-795-6055	137
1	25	Poplar Bluff-CSC	1441 Black River Industrial Park Drive	63901	Victoria Berry	Debra Collins	573-840-9555	219
1	26	Fulton-CSC	1397 State Road O	65251	Angela Miller	Karen Dungan	573-592-4061	34
1	27	Jefferson City	2705 W. Main Street	65109	Leona Kemp	Becky Fredrickson	573-751-4949	0
1	28	Belton	836 North Scott	64012	Brenda Stark	Ed Bestgen	816-322-1166	142

1	29	Sedalia	205 Thompson Road	65301	Deena Marcum	Bruce Gabriel	660-530- 5530	60
1	30	Nevada	330 S. Prewitt	64772	Cathy Long	Brian Teems	417-448- 1250	157
1	31	Caruthersville	915 Hwy 84 West, PO Box 940	63830	Angela Starr Russell	John Lane	573-333- 2809	282
1	32	Lexington	1102 Main Street	64067	Tana Appleby	Lee Bucksath	660-259- 3465	115
1	32S	Marshall	1239 Santa Fe Trail, Suite 300	65340		Nick Coble	660-831- 5238	78
1	33	Neosho	1845 Laquesta Drive	64850	Tracy Spencer	Rick Robinson	417-451- 5322	215
1	34	Lake Ozark	101 Crossings West, Suite 103	65049	Evelyn Kautz	Tena Riley	573-964- 6748	43
1	35	Lebanon	300 South Jackson	65536	Helen Weiner	Chris Brown	417-532- 6224	84
1	36	Potosi	326 East High Street	63664	Beverly Miller	Ray Mills	573-438- 3623 573-438- 3448	120
1	37	Dexter	1003 Wildwood, Suite A	63841	Brenda Moore	James Berry	573-624- 9434	235
1	38	Troy	311 Travis Blvd.	63379	Carol White	Kim Evans	636-528- 5821	100
1	38S	Warrenton	505 Ingram Lane	63383		Marc Carter	636-456- 5299	75
1	39	Trenton	1601 E. 30 th	64683	Pam Whitt	Chad Smith	660-359- 3227	175
1	39S	Brookfield	301 Burnham	64683		Chad Smith	660-258- 7916	126
1	40	Maryville	2617 Burris Road	64468	Julie Ragan - Lead	Tom Seipel	660-582- 4799	256
1	41	Charleston	305 South Cooper	63834	Micola Myers	Darrin Tipton	573-683- 3673	248
1	42	Nixa	301 E Highway CC, te 4	65714		Kerry Nelson	417-724- 1344	143
1	43	Aurora	27 West Locust	65605		Rodney Collins	417-678- 0832	165
69		TOTALS						