

# 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:  
Beth Lambert  
Purchasing Manager  
Telephone: (573) 526-6494  
[Beth.Lambert@doc.mo.gov](mailto:Beth.Lambert@doc.mo.gov)

# RFA SDA480-010 ADDENDUM 001

Community Reentry Funding  
Western Region & Eastern Region

**Contract Period: Date of Award – June 30,  
2020**

Date of Issue: June 12, 2019

Page i of 57

**Bids Must Be Received No Later Than:**

**2:00 p.m., June 27, 2019**

**Sealed applications 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 applicant should clearly identify the RFA number on the lower right or left-handed corner of the container in which the application 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 agreement, as defined herein, shall exist. The authorized signer of this document certifies that the awardee (named below) and each of its principals are not suspended or debarred by the federal government.

Program Title: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Federal EIN #: \_\_\_\_\_ State Vendor #: \_\_\_\_\_  
Email: \_\_\_\_\_  
Authorized Signer's Printed Name and Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Application Date: \_\_\_\_\_

## NOTICE OF AWARD:

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

Contract No. \_\_\_\_\_

\_\_\_\_\_  
Julie Kempker, Director, Division of Probation and Parole

\_\_\_\_\_  
Date

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

**Amendment #001 for RFA SDA480-010**

**Title: Community Reentry Funding Western Region & Eastern Region**

**PROSPECTIVE BIDDERS ARE HEREBY NOTIFIED RFA SDA480-010 IS HEREBY AMENDED AS FOLLOWS:**

1. The following has changed as a result of Amendment #001:
  - Contract Period
  - Bid Must Be Received Date
2. Bidders shall discard the original RFA SDA480-010 cover page and replace with RFA SDA480-010 Amendment #001 cover page.

**All other requirements, specifications, terms and conditions for RFA SDA480-010 remain the same.**

Note: The revisions made as results of this amendment have been *italicized* and **bolded**.

# REQUEST FOR APPLICATION



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

**Buyer of Record:  
Beth Lambert, Purchasing Manager  
Telephone: (573) 526-6494  
[Beth.Lambert@doc.mo.gov](mailto:Beth.Lambert@doc.mo.gov)**

# RFA SDA480-010

**Community Reentry Funding  
Western Region & Eastern Region**

**Contract Period: July 1, 2019 – June 30, 2020**

**Date of Issue: May 24, 2019**

**Page 1 of 55**

**Applications Must Be Received No Later  
Than:**

**2:00 p.m., June 20, 2019**

**Sealed applications 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 applicant should clearly identify the RFA number on the lower right or left-handed corner of the container in which the application 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 agreement, as defined herein, shall exist. The authorized signer of this document certifies that the awardee (named below) and each of its principals are not suspended or debarred by the federal government.

Program Title: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Federal EIN #: \_\_\_\_\_ State Vendor #: \_\_\_\_\_  
Email: \_\_\_\_\_  
Authorized Signer's Printed Name and Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Application Date: \_\_\_\_\_

## NOTICE OF AWARD:

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

Contract No. \_\_\_\_\_

\_\_\_\_\_  
Julie Kempker, Director, Division of Probation and Parole

\_\_\_\_\_  
Date

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

**Application Summary Form**

**COMMUNITY REENTRY FUND APPLICATION SUMMARY FORM**  
**THE ENTIRE APPLICATION SHOULD BE TYPED**  
**THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED TO BE CONSIDERED FOR AWARD.**

<i>Please select geographic area in accordance with the map attached: See Attachment 1</i>		<i>Amount of DOC Funds Requested:</i>
<input type="checkbox"/> <b>Western Region</b>	<b>City/County</b> _____	\$
<input type="checkbox"/> <b>Eastern Region</b>	<b>City/County</b> _____	

**Program Title:** \_\_\_\_\_  
**Does this program complement another application? Yes \_\_\_ No \_\_\_ Name:** \_\_\_\_\_  
**Provide a unique name descriptive of service or program for EACH application submitted**

<b>Applicant Agency and Address:</b> _____ _____ _____	<b>Project Director Name, Phone, Fax &amp; Email:</b> _____ _____ _____
Signature/Title _____ Date _____	

<b>Anticipated Outputs: (number of offenders supervised by DOC to be served by the proposed project):</b>	<b>Estimated Cost per Offender:</b> \$	<b># of Paid Staff:</b> <b># of Volunteers:</b>
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**Summary of Proposed Project:** In a concise manner, provide a summary paragraph of your project.

**In-Kind Contributions:** Applicant must identify all in-kind contributions which include “contributions other than cash.” While these contributions usually add real value to a project, they do not require an additional cash outlay (e.g. donated labor, materials and services).

Applicants must provide in-kind and identify in-kind contributions their organizations will make to this project and how those contributions will help sustain the project. The funding resulting from an award of the RFA shall be considered seed funding to start initiatives with a strong sustainability plan indicated.

Attach a page identifying in-kind contributions.

## PART ONE

### 1. INTRODUCTION AND GENERAL INFORMATION

#### 1.1 Introduction

- 1.1.1 This document constitutes a request for competitive, sealed, applications from qualified individuals and organizations for Community Reentry Funding statewide from the Department of Corrections (herein referred to as “Department”) in accordance with the terms and conditions set forth herein.
- 1.1.2 Overview – Community reentry funding is intended to increase public safety in local communities by supporting efforts which will reduce the risks posed by offenders who are currently supervised by the Missouri Board of Probation and Parole in the Eastern and Western Region. Awards of up to \$50,000 per application are available. Eligible applicants include nonprofit organizations, faith-based groups, and units of local government.
- 1.1.3 Organization - This document, referred to as a Request for Application (RFA) has been divided into the following parts for the convenience of the applicant:
- Part One - Information and General Information
  - Part Two - Scope of Work
  - Part Three - Applicant Program Response & Vendor Number/Award Information
  - Part Four - Missouri Preferences, if applicable
  - Part Five - Application Formatting & Submission Information, Evaluation Process and Award
  - Checklist for Application Submission
  - Exhibits
    - Exhibit A – Prior Experience of Applicant
    - Exhibit B – Expertise of Personnel
    - Exhibit C – Legal/Cancellation Actions Against Applicant
    - Exhibit D – Performance Measures
    - Exhibit E – Timeline
    - Exhibit F – Budget Detail Worksheet
    - Exhibit G – Budget Narrative
    - Exhibit H – Participation Commitment
    - Exhibit I – Documentation of Intent to Participate
    - Exhibit J – Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization
  - Terms and Conditions
  - Attachments
    - Attachment 1 – Color Map of Probation & Parole Districts - Eastern & Western Regions
    - Attachment 2 – Department Approved Sex Offender Provider List

#### 1.2 Questions and Communication

- 1.2.1 Questions relating to the RFA must be directed to Beth Lambert of the Department at (573) 526-6494 or [Beth.Lambert@doc.mo.gov](mailto:Beth.Lambert@doc.mo.gov).
- a. Any and all questions must be submitted in writing at least ten (10) days prior to the official application closing date. Applicants are advised that any questions received less than ten (10) calendar days prior to the RFA closing date may not be answered.
  - b. Applicants are advised it is the responsibility of the applicant to confirm the accuracy of all Vendor Information Data provided, particularly as it relates to a current address, phone number, facsimile number and electronic mailing address. The Department shall not be responsible for any non-deliverable response

to an individual inquiry, and is under no obligation to solicit the applicant regarding such information once submitted unless otherwise advised.

- 1.2.2 Applicants and their agents may **NOT** contact or discuss the RFA, evaluations, etc. with any Department staff other than Beth Lambert, or other persons identified in the RFA during the application process.

### **1.3 Background Information**

- 1.3.1 The purpose of the Community Reentry Awards is to enhance public safety in local communities by allowing community organizations to assist in providing evidence-based services that assist offenders in becoming law abiding citizens.
- 1.3.2 The Office of Administration has issued a special delegation of authority (SDA 480) to the Department that permits the Department to administer the development, issuance, evaluation and award for the services defined herein.
- 1.3.3 Over 30,000 people are incarcerated in Missouri's prisons today. Ninety-seven percent (97%) of these people will eventually be released from prison to reside in Missouri communities. Over 57,000 people are on probation and parole supervision today. Within three (3) years, a significant number of these will either end up in prison or return to prison after being released. Upon release from prison and while on probation supervision, many offenders have difficulty obtaining housing, securing employment, accessing treatment services or reunifying with their family. As research has shown, to the extent an offender is employed, sober, in a stable living environment, and moving toward self-sufficiency, the greater chance he/she has of not committing additional crimes or violating their conditions of supervision.
- 1.3.4 For each new crime, there is a new victim and new costs to Missouri's communities. The Department is working to increase the success rate of offenders on supervision and decrease the number of people going or returning to prison. The purpose of this initiative is to provide funding to community organizations and programs to assist offenders with needed services while they are on supervision with the goal of reducing their risk of returning to prison.
- 1.3.5 Additional information and history about the Department and Missouri Reentry Process (MRP) can be found on the internet at: [www.doc.mo.gov](http://www.doc.mo.gov).
- 1.3.6 The Department plans to distribute the funding among the Eastern and Western Probation and Parole field regions proportionately, based on offender population, and capped at no more than \$50,000 per award. A map of the Eastern and Western Probation and Parole field regions is shown on Attachment 1.
- 1.3.7 In March, 2019 the number of probation and parolees for each region was as follows:
- Western Region: 8,708  
Eastern Region: 11,011
- 1.3.8 Nonprofits, including faith based organizations, and units of local government who can provide documentation of being either Nonprofit Corporation under Chapter 355 RSMo. or Section 501(C)(3) of the Internal Revenue Code are eligible to apply for funding.
- 1.3.9 Although an attempt has been made to provide accurate and up-to-date information, the Department does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to the Request for Application.

## PART TWO

### 2. SCOPE OF WORK

#### 2.1 General Requirements:

2.1.1 The awardee shall use funding to implement a new program, expand a service, or enhance existing programs to ensure public safety in the community.

2.1.2 **Unallowable Costs** – The awardee shall not use funds for pay for the following items:

- a. Services, programming or resources for individuals **not** under the supervision of the Missouri Board Probation & Parole or those incarcerated in Missouri facilities.
- b. Existing staff costs (e.g. using funds to pay for the hours a regular staff person spends on planning and implementing the program). Costs for support staff or supervisory staff shall not be allowed. Any costs must be for direct service delivery only.
- c. Replacement of funds that have been appropriated or granted for the same purpose.
- d. Any indirect costs of the organization applying for funding.
- e. Purchase of real estate or capital improvements. Rent subsidies for offenders only will be considered.
- f. Purchase/lease of equipment not used for direct services to offenders for services; any unallowable costs will be subtracted from the award.
- g. Rental office space and office equipment.
- h. Purchase/lease of vehicles.

Any unallowable costs included in the application response will be deducted from the amount awarded, if any, and may result in the cancelation of the contract at Department's sole discretion.

2.1.3 **Allowable Travel Expenses** – Reimbursable travel must be for awardee staff only and must be to provide a direct benefit for the offender. Travel to MRP meetings, conferences, trainings, etc. does not qualify for allowable travel expenses. Any reimbursable travel expenses incurred for staff during the project must be in accordance with the following:

- a. The maximum mileage rate which can be claimed shall be in accordance with the Office of Administration Travel Regulations (<http://oa.mo.gov/travel-portal>).
- b. Travel expenses indicated in this section are not to be paid to the offender.

2.1.4 **Allowable Salaries** – All salaries requested must be for personnel providing **direct services** to offenders only. Salaries may be included for either new personnel; or, for current personnel adding additional work hours due to the implementation of this project or moving to a new position. A maximum of twelve percent (12%) is allowable for all fringe benefits, if applicable. The 12% fringe benefit cap also includes all taxes relating to salary. When additional job duties are added, only the portion of the salary above the salary currently funded for such duties may be included in the allowable expenditures. A timesheet must be kept for all hours spent on the program.

2.1.5 **Monitoring** – The Department has entered into an agreement with the University of Missouri to monitor all awardees to ensure appropriate fiscal and program records are maintained. The awardee may be required to submit such monitoring information in writing to the Department. Each awardee shall be subject to review by the Department.

2.1.6 **Reporting** – Awardees shall submit narrative and financial reports to the University of Missouri using forms provided by the University of Missouri. The reports shall detail program operations and activities, the number of offenders served at the end of the contract, and the progress made toward output and outcome goals. The financial report will be a detailed account of expenditures in accordance with the awardee's original application. Awardees shall also submit the tracking sheet to the University of Missouri using the format provided by the

University of Missouri. The tracking sheet requires detailed tracking of each individual served by the award, including: client name, Department number, birth date, employment status, and units of service provided by category. See Exhibit D for sample reporting on performance measures to be requested and a breakdown of unit tracking. The awardee shall submit the reports and tracking sheet to the Department, electronically, in accordance with the following schedule.

Reporting for the period of:	Dates of expenditures to be included in the report:	Date the report is due:
First Quarter	August 1, 2019 - October 31, 2019	November 15, 2019
Second Quarter	November 1, 2019 – January 31, 2020	February 15, 2020
Third Quarter	February 1, 2020 – April 30, 2020	May 15, 2020
Fourth Quarter	May 1, 2020 – July 31, 2020	August 15, 2020

2.1.7 The awardee must maintain financial and accounting records and evidence pertaining to the services provided in accordance with generally accepted accounting principles and other procedures as specified by Department. The awardee shall make all such records, books, and other documents relevant to the services provided under the contract to Department, its designees and the Missouri State Auditor in an acceptable format and at all times during the term of the contract, and for five (5) years from the date of final payment on the contract or the completion of an independent audit, whichever is later. Failure to retain adequate documentation for services rendered may result in recovery of payments or the non-reimbursement for services not adequately documented.

If Department determines the awardee to be at high-risk for non-compliance, Department shall have the right to impose special conditions or restrictions. Written notification will be provided to the awardee of the determination of high-risk and of any special conditions or restrictions to be imposed. The special conditions or restrictions may include, but are not limited to, the following:

- a. Requiring additional, more detailed financial reports or documentation;
- b. Additional contract monitoring; and/or
- c. Requiring the awardee to obtain technical or management assistance.

2.1.8 **Audit Requirements** – The Department reserves the right to request an audit performed in accordance with generally accepted auditing standards at the expense of the awardee at any time the monitoring reveals such an audit is warranted. The awardee shall submit the name of the auditor to the Department Comptroller for approval prior to the audit being conducted. Upon completion, the audit report shall be submitted to the Comptroller. The awardee further agrees that any audit disallowance pertaining to the contract shall be the sole responsibility of the awardee.

- a. The awardee shall retain all books, records, and other documents, including timesheets, receipts and all information relevant to the contract for a period of five (5) years after final payment or the completion of a State of Missouri audit. If any litigation, claim, negotiation, audit or other actions involving the records has started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later. The awardee shall allow authorized representatives of the department, other state of Missouri agencies, and the federal government to inspect these records with the approval of the Department.
- b. At any and all times, the awardee must provide the Department and any Department designees, including other state and federal representatives, access to the awardee, any personnel providing services pursuant to the contract, or any other activities of the awardee pursuant to the contract for purposes of audit and evaluation of the services performed.
  - 1) The awardee shall produce, upon a forty-eight (48) hour notice and at a location designated by the Department, all books and records relating to the contract for purposes of a Department audit.

- 2) The awardee must provide access for audits of the operating systems, procedures, programs, documentation, software packages, facilities, and equipment used in support of the contract.
    - The awardee shall provide read-and-copy access for the Department to all files that are used. Such files shall include, but are not limited to, inventory control files, case management files, procedure files, and any other files related to the contract.
    - The awardee shall provide the personnel and resources necessary for the automated and/or manual sampling of operation and case management information, or other data maintained by the awardee, including historical data and any necessary follow-up, that may be required to meet any performance or audit review requirements.
- 2.1.9 **Point of Contact** – Immediately after contract award, the Department shall identify a contact person and provide the telephone number and email address of the contact person for the awardee. In addition, within five (5) days of the award of the contract, the awardee shall provide the department’s designee with name, address, telephone number, and email address of the awardee’s representative servicing the award of the application.
- a. The awardee shall meet with the Department’s designee on an as needed basis after the awardee has fully implemented services. If acceptable to the Department’s designee, such meetings may be conducted via telephone call.
  - b. Expenses incurred by the awardee’s personnel to attend all such meetings shall be the responsibility of the awardee.
  - c. The point of contact for the awardee shall be the person identified by the awardee after contract award. Any sub-contractors shall report to the awardee and not to the department’s designee. The awardee will be responsible for providing updates regarding the program services and outcomes in accordance with the contract.
- 2.2 Contractual Requirements:**
- 2.2.1 **Contract** - The contract between the Department and the awardee shall consist of (1) the Request for Application (RFA), any amendments, attachments and/or exhibits thereto; and (2) the application submitted by the awardee in response to the RFA and approved by the Department. If there is a conflict in language between the two (2) documents, the requirements set forth and/or referenced in the Request for Application shall govern. The Department reserves the right to clarify any relationship in writing with the concurrence of the awardee. Such written clarification shall govern in case of conflict with requirements of the RFA or the awardee's application. The awardee's application, when accepted by the Department, is binding on the awardee without further clarification.
- 2.2.2 **Contract Period** – The original contract period shall be as stated in the Request for Application (RFA). The award shall not bind, nor purport to bind, the Department for any commitment in excess of the original contract period.
- 2.2.3 **Renewal Option** - The Department shall have the right, at its sole option, to renew funding the contract for two (2) additional one year periods at the rate of the original award if the awardee has satisfied the terms and conditions of the contract and met performance goals during the initial contract period. In the event the Department exercises such right, all terms and conditions, all requirements, specifications and pricing provided in the contract shall remain the same and apply during the renewal period.
- 2.2.4 **Severability** – If any provision of this contract or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this contract which can be given effect without the invalid provisions or application, and to this end the provisions of this contract are declared to be severable.

- 2.2.5 **Breach/Default of Contract** – If the Department determines that the awardee is not using the awarded funds in compliance with the contract, the Department may cancel the contract. At its sole discretion, the Department may give the awardee the opportunity to correct the deficiency. The actual correction must be completed within not more than ten (10) calendar days from notification. In the event the breach/default is not or cannot be corrected, the Department shall issue a notice of cancellation terminating the contract immediately. Any unused or funding expended for unauthorized expenditures must be returned to the Department within thirty (30) calendar days. No waiver of a breach shall be deemed to constitute a waiver of a future breach, whether of a similar or dissimilar nature. The awardee may also be disqualified from future funding consideration.
- 2.2.6 **Termination** – The Department reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice 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.
- a. The termination shall be effective thirty (30) days from the date of notice or the date specified in the notice; however, the Department may withdraw any or all of its clients before the end of the thirty (30) day period.
- 2.2.7 **Notices** – Any written notice to the awardee shall be deemed sufficient when e-mailed to the awardee contact at the e-mail address on the signature page of the contract or to an e-mail address the awardee may have requested in writing or deposited in the United States mail, postage prepaid, and addressed to the awardee at the address on the signature page of the contract or at an address the awardee may have requested in writing.
- 2.2.8 **Personnel** – Offenders under active federal or state felony or misdemeanor supervision must receive written division director approval prior to becoming an awardee employee on a Department contract. Awardee employees with prior felony convictions and not under active supervision must also receive written division director or designee approval in prior to providing services.
- 2.2.9 **Sub-awardees** – Any sub-awardees for the products/services described herein must include appropriate provisions and contract obligations to ensure the successful fulfillment of all obligations agreed to by the awardee 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 sub-contract in those matters described in the contract between the State of Missouri and the awardee. The awardee 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 awardee shall agree and understand that utilization of a sub-awardee to provide any of the products/services in the contract shall in no way relieve the awardee of the responsibility for providing the products/services as described and set forth herein. The awardee's project director will be responsible for reporting on the progress and success of sub-awardees in all program reports to the Department.
- 2.2.10 **Awardee Liability** – The awardee shall be responsible for any and all personal injury (including death) or property damage as a result of the awardee's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the awardee assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The awardee also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any sub-awardee or other person employed by or under the supervision of the awardee under the terms of the contract.
- a. The awardee shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- b. The awardee shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the awardee or employees against any liability incurred or arising as a result of any activity of

the awardee or any activity of the awardee's employees related to the awardee's performance under the contract.

- c. The contract is not intended to create any rights, liberty interest, or entitlements in favor of any individual. The contract is intended only to set forth the rights and responsibilities of the parties hereto. Therefore, it is expressly understood and agreed that enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, and nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other person on this contract. It is the express intention of the parties hereto that any entity, other than the parties hereto, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

- 2.2.11 **Assignment** – The awardee shall agree and understand that, in the event the Department consents to a financial assignment of the contract in whole or in part to a third party, any payments made by the State of Missouri pursuant to the contract, including all of those payments assigned to the third party, shall be contingent upon the performance of the prime awardee in accordance with all terms and conditions, requirements and specifications of the contract.
- 2.2.12 **Awardee Status** – The awardee 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 awardee 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.
- 2.2.13 **Conflict of Interest** – A Department employee shall not be compensated under this contract. In accordance with Section 217.115.4 RSMo: “No employee of the department shall knowingly have any financial or business interest in the management, maintenance or provision of goods or services to the department, its divisions or agencies which provide goods or services to the department.” Violation of this provision is “grounds for dismissal or other appropriate disciplinary action.” <http://www.moga.mo.gov/statutes/C200-299/2170000115.HTM>
- 2.2.14 **Property of State** – All reports, documentation, and material developed or acquired by the awardee, as a direct requirement specified in the contract shall become the property of the State of Missouri. The awardee shall agree and understand that all discussions with the awardee and all information gained by the awardee as a result of the awardee'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.
- 2.2.15 **Confidentiality** – The awardee shall agree and understand that all discussions with the awardee and all information gained by the awardee as a result of the awardee's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the Department.
  - a. The awardee shall maintain strict confidentiality of all offender information or records supplied to it by the Department or that the awardee establishes as a result of contract activities. The contents of such records shall not be disclosed to anyone other than the Department and the patient/offender unless such disclosure is required by law.
  - b. The awardee assumes liability for all disclosures of confidential information by the awardee and/or the awardees/provider's sub-awardees and employees.
- 2.2.16 **Publicity** – Any publicity release mentioning contract activities shall reference the contract number and the Department. Any publications, including audiovisual items produced with contract funds, shall give credit to

the contract and the Department. The awardee shall obtain approval from the Department prior to the release of such publicity or publications.

- a. The awardee shall not issue press releases, participate in interviews with media, or engage in any form of public release of information regarding the Department or the awardee's duties pursuant to the contract without the prior, written approval of the Department's Public Information Officer.

### **2.3 Affidavit of Work Authorization and Documentation:**

- 2.3.1 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.
- 2.3.2 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.
- 2.3.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state or local laws enforcement agencies.

### **2.4 Payment Information:**

- 2.4.1 Immediately upon award of the funds, the awardee shall submit or must have already submitted a properly completed State Vendor ACH/EFT Application, as the State of Missouri requires the funds to be paid through Electronic Funds Transfer.
  - a. If not already submitted, the awardee may download a copy of the State Vendor ACH/EFT Application and complete instructions from the following website: <http://oa.mo.gov/acct/>
- 2.4.2 Upon award of the application, fifty percent (50%) of the requested funding will be processed by the Department unless the application warrants additional funds at the beginning of the contract period. An additional twenty-five percent (25%) will be paid in January, or when expenditures warrant such payment, with a final payment (25%) made in April, if expenditures warrant such payment.
- 2.4.3 The awardee shall be required to submit quarterly reports, including detailed summaries of expenditures, on forms created and approved by the University of Missouri to show results and outcomes related to the stated goals and objectives. For a more detailed reporting schedule see Section 2.1.5 above.
  - a. At the time additional funds are required, the awardee must submit an invoice for the next installment of funds on forms created and approved by the University of Missouri.
  - b. The Department may reduce the amount of any future payment for the same purpose by an amount equal to any excess payments above actual expenditures for the prior period.
  - c. The parties agree that transfers may be made between **Exhibit F** approved budget categories at the discretion of the awardee. All transfers must be made within the existing budget categories. The total of such transfers shall not exceed ten (10) percent of the total amount of funding provided under **Exhibit F**.

Any transfers over ten percent (10%) shall require a written contract amendment. However, the number of offenders to be served shall remain the same.
- 2.4.4 The awardee must retain original receipts for all purchases made with application funding. If the awardee is unable to provide acceptable receipts upon request, the Department may require re-payment of funds and terminate the award. Any violation will be considered in future evaluations for funding requests.

2.4.5 Other than the payments specified herein, no other payments or reimbursements shall be made to the awardee.

**2.5 Participation by Other Organizations:**

2.5.1 The awardee must comply with any Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) participation levels committed to in the awardee's awarded application.

- a. The awardee shall prepare and submit to the Department a report detailing all payments made by the awardee to Organizations for the Blind/Sheltered Workshops and/or SDVEs participating in the contract for the reporting period. The awardee must submit the report on a monthly basis, unless otherwise determined by the Department.
- b. The Department will monitor the awardee's compliance in meeting the Organizations for the Blind/Sheltered Workshop and SDVE participation levels committed to in the awardee's awarded application. If the awardee's payments to the participating entities are less than the amount committed, the Department may cancel the contract and/or suspend or debar the awardee from participating in future Department procurements, require return of payment or retain payments to the awardee in an amount equal to the value of the participation commitment less actual payments made by the awardee to the participating entity. If the Department determines that the awardee becomes compliant with the commitment, any funds retained as stated above, will be released.
- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the awardee must obtain other organizations for the blind/sheltered workshops or other SDVEs to fulfill the participation requirements committed to in the awardee's awarded application.
  - 1) The awardee must obtain the written approval of the Department for any new entities. This approval shall not be arbitrarily withheld.
  - 2) If the awardee cannot obtain a replacement entity, the awardee must submit documentation to the Department detailing all efforts made to secure a replacement. The Department shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
- d. No later than thirty (30) days after the each contract period's end date, the awardee must submit an affidavit to the Department. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all awardee payments made to the Organizations for the Blind/Sheltered Workshops. The awardee may use the affidavit available on the Office of Administration/Division of Purchasing and Materials Management's website at <http://oa.mo.gov/sites/default/files/bswaffidavit.doc> or another affidavit providing the same information.

## PART THREE

### 3. APPLICANT PROGRAM RESPONSE

**3.1 Applicant Program Response** – Applications for funding MUST provide responses to this request in the order given below. In addition, applicants must clearly identify their response to each category as listed below. Submissions that do not adhere to this format shall be deemed ineligible. The following areas are to be addressed in the application. The distribution of points for rating and scoring the individual sections of the application are indicated in parentheses for a total of up to one hundred (100) points. An additional ten (10) preference points will be added to the rating and scoring for applicants who provide preference services identified in this section. Past performance will be considered when evaluating applications.

The Cover Page, any amendments issued to the RFA, the Checklist for Application Submission Form, and Exhibits A thru G MUST also be completed and submitted with the application. Completeness of the application may be verified by using the Checklist for Application Submission included elsewhere herein.

**3.1.1 Application Narrative (35 points):** Provide a summary of the project activities. Special consideration will be given to applicants who employ ex-offenders, as well as to services that follow the Implementing Evidence-Based Practice in Community Corrections: The Principles of Effective Intervention (<http://www.nicic.org/pubs/2004/019342.pdf>).

- 1) Identify whether a new program, an existing program or service procedure is to be implemented, continued or replicated.
- 2) Describe how the services will be provided, including screening, assessment or referral procedures.
- 3) Describe the amount (e.g. hours, days) of contact that each offender will receive from each type of anticipated service.
- 4) Describe the target audience that will receive the services, how the target audience will be verified and identify the process for referrals.

**3.1.2 Preference Points (10 points):** A maximum of ten (10) preference points may be awarded to applicants who propose Service Supported Housing and Sex Offender Housing.

a. **Service Supported Housing (5 points)** – Often times offenders scheduled for release from a correctional facility do not have a home plan in the community. As a result, they are released to a Community Release Center in St. Louis or to a Residential facility in either Kansas City, St. Louis or Columbia, Missouri, or one of six Community Supervision Centers located in Hannibal, Farmington, Fulton, Poplar Bluff, Kennett and St. Joseph, Missouri. The purpose of these facilities is to provide temporary housing while the offender finds a job and becomes self-sufficient. Unfortunately, many of these offenders are unable to find employment or other housing options and end up staying for long periods of time at these facilities. In addition, housing for those clients already on supervision that may become homeless is an issue. Preference points will be awarded based on the following:

- The applicant will work with the Probation and Parole Officer assigned to the facility or the field office to identify barriers to self sufficiency with each offender.
- Case management services shall include reinstatement or application of state and/or federal benefits, social skill development, referrals for employment/vocational activities, assistance towards employment retention, referrals for substance abuse and/or mental health treatment, and any other wrap around services needed.
- Please note that the Department will pay rent/housing subsidy only; funding for other housing projects will NOT be considered.
- Only the following rent/housing subsidies will be allowed: 1) deposit for rent/housing; and, 2) rent/lease payment.

- b. Service Supported Housing for Sex Offender (5 points) - There continues to be a gap in services relative to sex offender housing across the state. An additional 5 points will be given if the Service Supported Housing is specifically for sex offenders.
- The Department will pay rent/housing subsidy only; funding for other housing projects will NOT be considered.
  - Only the following rent/housing subsidies will be allowed: 1) deposit for rent/housing; and, 2) rent/lease payment.
- c. **Funding Sources** – The applicant should identify on the Checklist for Application Submission the percentage of the applicant’s total operating revenues which came from the following sources during the last fiscal year.

3.1.3 **Applicant’s Experience and Expertise (20 points):** The applicant is advised to submit information concerning the applicant’s organization and information documenting the applicant’s experience in past performances, especially those performances related to the requirements of this RFA.

- a. Applicants should describe past working relationships with Probation and Parole in detail and identify contact(s), if applicable, with Probation and Parole. The contact(s) name and telephone should be included.
- b. Using Exhibit A, describe the organization and its capabilities to implement the project. Include all current contracts with the State of Missouri.
- c. Using Exhibit B, describe the competencies of the staff assigned to the project, including the roles of any volunteers, and personnel in partnering organizations and/or sub-awardees who are proposed to provide direct services in the application request. Staff must have appropriate certifications or experience in providing proposed services i.e. one staff member most likely will not be qualified to provide multiple services unless approved by the Department. All staff must provide direct services to offenders.
- d. Using Exhibit C, the applicant must indicate whether there is currently or within the past twelve (12) months any legal actions, suits or proceedings, pending or threatened against the applicants organization. Explain circumstances. For any partners or sub-contractors proposed the same information should be provided.
- e. The applicant must indicate whether they have had any contracts with other governmental and/or private entities (Exhibit C) that have been canceled prior to expiration or contracts not renewed after the initial contract period within the last five (5) years and provide an explanation for the cancellation or non-renewal.
- f. The applicant should demonstrate experience with the target population as it relates to the organization, employee’s providing services and any partners or subcontractors in providing services.

3.1.4 **Core Performance Measures (10 points):** The applicant is required to submit performance measure information regarding the total number of unique clients that will be served, the type of service provided, the number of clients that will receive each service and the anticipated indicator of success. Using Exhibit D, please provide the requested information. Instructions and a sample form are included for guidance (Exhibit D).

3.1.5 **Timeline (5 points):** Sequentially and in detail describe the events that are proposed to accomplish the project and the individuals responsible for each event. A timeline should begin from the start of the project period and continue through the end of the project period. A revised timeline may be requested upon contract award to include current dates (see Exhibit E).

3.1.6 **Budget Detail (15 points):** Applicants are required to complete and submit Exhibit F, Detailed Budget Worksheet, which includes all costs for the project. NOTE: All costs must be reasonable and necessary for the project for the application to be scored. The evaluation team may reduce or reallocate funding for budget requests determined to not be reasonable and necessary.

- 3.1.7 **Budget Narrative (15 points):** Applicants are required to submit a detailed, concise budget narrative on Exhibit G outlining how and when funds will be spent. List each supply or equipment item for which funding is being sought. Explain all items requested for funding in the budget detail. Expenses for equipment and/or supplies may not be bundled together as a lump sum i.e. supplies \$100.00. **All expenses requested must be detailed.**
- 3.1.8 The applicant attests that the prices quoted in the application are fair and are not tainted by collusion, conspiracy, connivance, or other unlawful practice on the part of the applicant or any of its agency, representatives, owners, employees, or parties of interest.

## PART FOUR

### 4. MISSOURI PREFERENCES

#### 4.1 Organizations for the Blind and Sheltered Workshops

4.1.1 Pursuant to section 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.

a. 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 H, Participation Commitment, by identifying the organization for the blind or sheltered workshop, the amount of participation committed, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder must be listed in the appropriate table on the Participation Commitment Form.
- Documentation of Intent to Participate – The bidder must either provide a properly completed Exhibit I, Documentation of Intent to Participate Form, signed and dated no earlier than the RFA 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 RFA 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 I, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

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

<http://dese.mo.gov/special-education/sheltered-workshops/directories>

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

<http://www.lhbindustries.com>

<http://www.alhaphointe.org>

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

## 4.2 Service-Disabled Veteran Business Enterprises (SDVEs)

4.2.1 Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the state agency has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs). 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 an SDVE or must be proposing to utilize an 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 are 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) In order to receive evaluation consideration for participation by an SDVE, the bidder must provide the following information with the bid:

- Participation Commitment - The bidder must complete Exhibit H, 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 I, Documentation of Intent to Participate Form, signed and dated no earlier than the RFA issuance date by each SDVE or must provide a recently dated letter of intent signed and dated no earlier than the RFA issuance date by the SDVE which: (1) must describe the products/services the SDVE will provide and (2) must include the SDV Documents described below as evidence that the SDVE is qualified, as defined herein.
- Service-Disabled Veteran (SDV) Documents – If a participating organization is an SDVE, unless previously submitted within the past five (5) years to the state agency, the bidder must provide the following Service-Disabled Veteran (SDV) documents.
  - ✓ 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: If the bidder submitting the bid is a qualified SDVE, the bidder must include the SDV Documents as evidence that the bidder qualifies as an SDVE. However, the bidder is not required to complete Exhibit I, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

- b. Commitment – If awarded a contract, the SDVE participation committed to by the bidder on Exhibit H, Participation Commitment **shall be interpreted as a contractual requirement.**
- c. Definition – Qualified SDVE:
  - 1) 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;
  - 2) 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;
  - 3) SDVE has the management and daily business operations controlled by one (1) or more SDVs;
  - 4) 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
  - 5) SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

**PART FIVE****5. APPLICATION FORMATTING & SUBMISSION INFORMATION, EVALUATION PROCESS AND AWARD****5.1 Formatting & Submission of Applications:**

- 5.1.1 Applications must be signed, and returned (with all necessary attachments) to the Department by the application receipt date and **time** specified on Page 1.
- a. Specifically, any form containing a signature line such as on Page 1 (one) of the original RFA and any amendments, exhibits, budget pages, etc., should be manually signed and returned as part of the application.
  - b. In addition to the original application, the applicant shall include five (5) copies of their application for a total of six (6) applications.
    - 1) If submitting more than one application, applicants **MUST** clearly and distinctly provide a unique descriptive program title for each application.
    - 2) Multiple applications should be submitted in separate shipping containers.
- 5.1.2 **An applicant can submit additional applications for separate and distinct initiatives.** However, each application may complement another application and must not be dependent on funding of other application(s) submitted.
- 5.1.3 In order to be considered by the evaluators, applicants are strongly encouraged to abide by the following guidelines:
- a. Application narrative may not be more than 10 pages (not including mandatory forms);
  - b. Application should be typed;
  - c. Application should be double spaced;
  - d. Application should have 1” margins;
  - e. Application should be typed in a 12-point font;
  - f. Application should include page numbers;
  - g. Application should not have tabs or dividers;
  - h. Application should not be enclosed in a binder or folder of any type;
  - i. Application may be paper clipped or have only one staple in the upper left hand corner.
- 5.1.4 To facilitate the evaluation process, the applicant is encouraged to organize the application into distinctive sections that correspond with the individual evaluation categories described herein.
- a. Each distinctive section should be titled and all material related to that category included therein.
  - b. Page 1 of the original RFA and, if applicable, all amendments should be placed at the beginning of the application being submitted.
- 5.1.5 Nonprofits, including faith based organizations, and units of local government are eligible to apply for funding. The applicant should include documentation of currently being not-for-profit status with the request for funding. *Do not send a Missouri sales tax exemption letter.* Documentation of Nonprofit Corporation under Chapter 355 RSMo. or Section 501(C)(3) of the Internal Revenue Code should be included with the application.

**5.2 Applicant Clarification:**

- 5.2.1 Applicants are cautioned not to contact any Department employee concerning this procurement during the competitive procurement and evaluation process.
- a. The applicant is advised that the only official position of the Department is that which is stated in writing and issued as a Request for Application and any amendments thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
  - b. The applicants and their agents shall not contact any Department employee regarding this solicitation during the bidding and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from this and future bidding opportunities.

**5.3 Evaluation Process:**

- 5.3.1 After an initial screening process, a technical question and answer conference or interview may be conducted, if deemed necessary by the Department, to clarify or verify the applicant's application and to develop a comprehensive assessment of the application.
- 5.3.2 The Department reserves the right to consider all information submitted and the applicant's references, or any other source, in the evaluation process.
- 5.3.3 The applicant is cautioned that it is the applicant's sole responsibility to submit information related to the evaluation categories and that the Department is under no obligation to solicit such information if it is not included with the applicant's application. Failure of the applicant to submit such information may cause an adverse impact on the evaluation of the application.
- 5.3.4 The evaluation team will compare applications received for each geographic area against other applications received for the same area. Awards will be made to the best comprehensive applications received for each area. It is a goal of the Department to provide as many services as possible to offenders. An attempt will be made to distribute the funding among the Eastern and Western Probation and Parole field regions proportionately, based on offender population, and capped at no more than \$50,000 per contract.

**5.4 Vendor Information:**

- 5.4.1 The Department maintains a current vendor database. If the applicant has not submitted a Vendor Information Data for with a revision date of 4-09, this form can be downloaded at <http://doc.mo.gov/DHS/Contracts.php> and submitted with the application response, mailed or faxed to the numbers indicated on the form, or e-mailed to [DOC.VendorInfo@doc.mo.gov](mailto:DOC.VendorInfo@doc.mo.gov).

**5.5 Award:**

- 5.5.1 Any award of funding resulting from this RFA will be made only by written authorization from the Department.

**Checklist for Application Submission**

**REQUIRED FORM  
COMPLETED FORM TO BE RETURNED  
WITH APPLICATION**

**Check that all forms and narratives are complete and accurate. Submit the application narrative and forms in the following order to ensure credit for each of the categories as listed below.**

**NOTE: If narrative is not clearly marked by section, the evaluation team may not score the application.**

- 1.  **Request for Application Cover Page, including Cover Page(s) for any amendments** (see cover sheet)
- 2.  **Checklist for Application Submission**
- 3.  **Application Narrative** Not to exceed 10 pages. (see Part Three – Submission Requirements)
- 4.  **Preference Points** (see 3.1 g)

Is service supported housing proposed? \_\_\_Yes\_\_\_ No

Are sex offenders to receive rent/housing subsidy? \_\_\_Yes\_\_\_ No

- 5.  **Funding Sources** The applicant should identify on the Checklist for Application Submission the percentage of the applicant’s total operating revenues which came from the following sources during the last fiscal year. (Total should equal 100%)

- \_\_\_ % Local government
- \_\_\_ % State government
- \_\_\_ % Federal government
- \_\_\_ % Direct donations from individuals
- \_\_\_ % Corporate or foundation grants
- \_\_\_ % Fee and charges for services, products, and sales
- \_\_\_ % Endowment and interest income
- \_\_\_ % Fundraisers or special events
- \_\_\_ % Membership fees
- \_\_\_ % Other sources (specify:\_\_\_\_\_)

**100% Total**

- 6.  **Supporting Documentation & Forms**
  - A.  Exhibit A – Prior Experience of Applicant (mandatory form)
  - B.  Exhibit B – Expertise of Personnel (mandatory form)
  - C.  Exhibit C – Legal/Cancellation Actions Against Applicant (mandatory form)
  - D.  Exhibit D – Performance Measures (mandatory form)
  - E.  Exhibit E – Timeline (mandatory form)
  - F.  Exhibit F – Budget Detail Worksheet (mandatory form)
  - G.  Exhibit G – Budget Narrative (mandatory form)
  - H.  Exhibit H – Missouri Service-Disabled Veteran Business Preference (optional form)
  - I.  Exhibit I – Participation Commitment (optional form)
  - J.  Exhibit J – Documentation of Intent to Participate for MBE/WBE (optional form)
  - K.  Documentation of Nonprofit Corporation under Chapter 355 RSMo. or Section 501(C)(3) of the Internal Revenue Code (documentation needed)

**NOTE:** Questions relating to the RFA must be directed to Beth Lambert, of the Department of Corrections at either (573) 526-6494 or [Beth.Lambert@doc.mo.gov](mailto:Beth.Lambert@doc.mo.gov).

**EXHIBIT A**

**SUBMISSION IS MANDATORY**

**PRIOR EXPERIENCE OF APPLICANT**

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

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

\_\_\_\_\_  
Authorized Signature of Applicant

\_\_\_\_\_  
Date

**EXHIBIT B  
SUBMISSION IS MANDATORY**

**EXPERTISE OF PERSONNEL**

(Copy and complete this table for each key person proposed)

<b>Title of Position:</b> _____	
<b>Name of Person:</b>	
<b>Educational Degree (s):</b> include college or university, major, and dates	
<b>License(s)/Certification(s),</b> Number(s), expiration date(s), if applicable:	
<b>Specialized Training Completed.</b> Include dates and documentation of completion for all required training identified in this document:	
Number of years experience in area of service proposed to provide. Experience in working with offenders?	
Describe person's relationship to applicant. If employee, number of years. If subcontractor, describe other/past working relationships.	
Describe this person's responsibilities over the past 12 months.	
Previous employer(s), positions, and dates.	
Identify specific information about experience in:	Clearly identify the experience, provide dates, describe the person's role and extent of involvement in the experience
✓ Social Work	
✓ Reentry	
✓ Counseling	
✓ Criminal Justice	
✓ Correctional Residential Facilities	

\_\_\_\_\_  
Authorized Signature of Applicant

\_\_\_\_\_  
Date

**EXHIBIT C**

**SUBMISSION IS MANDATORY**

**LEGAL/CANCELLATION ACTIONS AGAINST APPLICANT**

The applicant shall copy and complete this form for each legal action or cancellation of contract brought against the organization in the past 5 years. In addition, the applicant is advised that if such information is obtained by Department that is not included in the application, the application may not be considered.

<b>Organization Name:</b>	
<b>Legal/Cancellation Actions Information From:</b>	
Name of Company:	
Address of Company:	
Contact Person Name:	
Contact Person Phone Number:	
Contact Person e-mail address:	
Date(s) of Legal Action or Cancellation:	
Reason for Cancellation of Contract:	
Description of Legal Action:	
Resolution of Legal Action:	

\_\_\_\_\_  
Authorized Signature of Applicant

\_\_\_\_\_  
Date

**Exhibit D**  
**Performance Measures**

Instructions for how to complete this form and a sample can be found the next page.

*Total Number of Clients Agency Proposes to Serve:*

<b>Category</b>	<b>Service</b>	<b>Proposed Clients</b>	<b>Outcome</b>	<b>Indicator</b> (How do you know you are achieving the outcome?)
Academic			Enhanced education	
Basic Needs and Emergency Services			Attainment of basic needs and emergency services	
Employment			Improved employment	
Family			Increased family support	
Housing			Attainment of housing	
Mental Health			Reduced mental health risks	
Substance Abuse			Reduced substance abuse	
Transportation			Attainment of transportation	
Vocational			Improved employment	

**EXHIBIT D Instructions** – Performance Measures Instructions, a sample of this form can be found on page 30 – **IF YOU ARE UNABLE TO TYPE INTO THE BLANK FORM, YOU CAN RECREATE THE FORM AND COMPLETE WITH THE APPROPRIATE INFORMATION.**

This form takes that place of the output and outcome measures that have been part of previous applications.

- 1 State the total number of unique clients that will be served by your agency for all services.
- 2 In the “Service” column please indicate what service you will be providing, you do not need to provide service in every category, but must provide services in at least one category.
- 3 In the “Proposed Clients” column state the number of clients you will serve in each of the services you listed.

Examples of Common Services:

Category	Examples of Services
Academic	GED tutoring and testing fees, Community College tuition, literacy courses
Basic Needs	Prescriptions, hygiene products, birth certificates, id’s, food, clothing, utility deposits
Employment	Work readiness classes, work stipends, application/resume assistance, job coaching, work clothes and/or tools.
Family	Family counseling, child care, parenting classes
Housing	Rental assistance
Mental Health	Counseling, sex offender assessments and treatment, polygraphs
Substance Abuse	Substance abuse counseling and treatment
Transportation	Bus tickets, taxi vouchers, rides
Vocational	Employment related training, welding school, heavy highway construction training, food service training

- 4 Eight core outcomes have been selected to measure the impact of the Community Reentry Initiative. The eight outcomes are as follows:
  - Enhanced education
  - Attainment of basic needs and emergency services
  - Improved employment
  - Increased family support
  - Attainment of housing
  - Reduced mental health risks
  - Reduced substance abuse
  - Attainment of transportation

These outcomes have already been matched to the appropriate service. You do not have to do anything in the “Outcome” column.

- 5 Indicators – The indicator is the piece of information that lets you know you are achieving the related outcome. It is how you intend to measure your success. In column 5, you are asked to identify an indicator by which you will measure your success on each of the services you will provide.  
 For example: If the outcome is enhanced education, you must show how the service you are providing is enhancing education and what your projected goal is. If the service your agency is providing is GED classes, then you could say: 50% of the clients enrolled in GED classes will obtain a GED during the program period.

You must provide at least one indicator for each category of service you provide. You can provide more than one indicator, if appropriate. The following are common indicators for each service category. You can select from this list (and fill in your goal percentage in place of XX) or create your own indicators to complete the form. Indicators are always written as a percentage.

- Academic
  - XX% of clients enrolled in GED classes will obtain a GED during the program period.
  - XX% of clients enrolled in college courses will complete the course.
- Basic Needs
  - 100% of clients who express a basic need will have that need addressed.
- Employment
  - XX% of clients enrolled in the program will find full time employment.
- Family
  - XX% of clients receiving family counseling will demonstrate an improved relationship with their family.
  - XX% of clients participating in parenting classes will demonstrate improved parenting skills.
- Housing
  - XX% of clients in the program will attain permanent housing.
- Mental Health
  - XX% of program participants will show improved mental health status as measured by case notes.
  - XX% of program participants will complete anger management classes.
  - XX% will complete mandated treatment program.
- Substance Abuse
  - XX% of program participants will remain clean and sober for the duration of the program.
- Transportation
  - 100% of clients who express a transportation need will have that need addressed.

**Exhibit D Performance Measures SAMPLE**

① Total Number of Unique Clients Agency Proposes to Serve: \_\_\_\_\_

<b>Category</b>	<b>② Service</b>	<b>③ Proposed Clients</b>	<b>④ Outcome</b>	<b>⑤ Indicator</b> (How do you know you are achieving the outcome?)
Academic	GED Tutoring	10	Enhanced education	50% of clients enrolled in GED classes will obtain a GED.
	College Tuition	4		75% of clients enrolled in college courses will complete the course
Basic Needs and Emergency Services	Prescriptions	10	Attainment of basic needs	100% of clients will have a basic need addressed.
	Birth Certificates/IDs	50		
	Clothing	50		
Employment	Job Readiness Class	50	Improved employment	75% of clients enrolled in the program will find full time employment.
	Work Stipend	10		
	Work Clothes/Tools	15		
Family	Parenting Class	20	Increased family support	80% of clients will show an improved relationship with family.
	Family Counseling	10		
Housing	Rental Assistance	20	Attainment of housing	45% of clients in the program will attain permanent housing.
Mental Health	Counseling	10	Reduced mental health risks	65% of program participants will show improved health status as measured by case notes.
	Sex Offender Treatment	15		
	Sex Offender Assessment	20		
Substance Abuse	Counseling	10	Reduced substance abuse	65% of program participants will remain clean and sober for the duration of the program.
	Treatment	10		
Transportation	Bus Tickets	45	Attainment of transportation	100% of clients will receive transportation services.
	Taxi Vouchers	30		
Vocational	Welding School	25	Improved employment	60% of program participants will find full time employment.
	Food Service Training	10		



**EXHIBIT F**

**SUBMISSION IS MANDATORY**

**BUDGET DETAIL WORKSHEET**

*All Expenses Must Be Reasonable and Necessary*

<b>COMPLETED FORM MUST BE RETURNED WITH APPLICATION</b>		
<b>A. Personnel (a breakdown in the number of hours each person is dedicated to the project is to be provided)</b>		
<b>Name/Position</b>	<b>Calculation of Cost</b>	<b>Cost</b>
	<b>Subtotal</b>	
<b>B. Fringe Benefits (must be capped at 12%)</b>		
<b>Name/Position</b>	<b>Calculation of Cost</b>	<b>Cost</b>
	<b>Subtotal</b>	
<b>C. Staff Travel (mileage at \$0.37 /mile -- Conus rate for any other expenses)</b>		
<b>Purpose of Staff Travel (all staff travel must be for the <u>direct</u> benefit of the offender -- include location and type)</b>	<b>Calculation of Cost</b>	<b>Cost</b>
	<b>Subtotal</b>	
<b>D. Direct Services (i.e. housing rental/lease, GED Testing)</b>		
<b>****ALL DIRECT SERVICES MUST BE PROVIDED TO THE OFFENDERS****</b>		
	<b>Calculation of Cost</b>	<b>Cost</b>
	<b>Subtotal</b>	
<b>E. Equipment/Supplies (Direct Services Only)</b>		
	<b>Calculation of Cost</b>	<b>Cost</b>

	<b>Subtotal</b>	
<b>Summary</b>		
A. Personnel		
B. Fringe Benefits		
C. Staff Travel		
D. Direct Services		
E. Equipment/Supplies (Direct Services Only)		
<b>TOTAL PROJECT COSTS</b>		

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By signing below, the applicant hereby declares understanding, agreement and certification of compliance to provide the services or project in accordance with all the requirements and specifications contained herein and in the Terms and Conditions. The applicant further agrees that the language of this RFA shall govern in the event of a conflict of terms with his/her application.

Applicant Company Name \_\_\_\_\_

Authorized Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

**EXHIBIT G**

**SUBMISSION IS MANDATORY**

**BUDGET NARRATIVE**

**Applicant must provide justification and detailed description of all budget items listed in Exhibit E. NOTE: All expenses must be reasonable and necessary.**

**A. Personnel**

**B. Fringe Benefits**

**C. Staff Travel**

**D. Direct Services to the Offenders**

**E. Equipment/Supplies (Direct Services Only)**

**EXHIBIT H**  
**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 appropriate table(s) below for the organization proposed and must submit the completed exhibit with the bidder’s bid.

<b>Organization for the Blind/Sheltered Workshop Commitment Table</b>	
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.)	
<b>Name of Organization for the Blind or Sheltered Workshop Proposed</b>	<b>Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop</b>
1.	Product/Service(s) proposed:  RFA Paragraph References:
2.	Product/Service(s) proposed:  RFA Paragraph References:

**EXHIBIT H, continued**

<b>SDVE Participation Commitment Table</b>		
(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.)		
<b>Name of Each Qualified Service-Disabled Veteran Business Enterprise (SDVE) Proposed</b>	<b>Committed Percentage of Participation for Each SDVE</b> (% of the Actual Total Contract Value)	<b>Description of Products/Services to be Provided by Listed SDVE</b> <i>The bidder should also include the paragraph number(s) from the RFA which requires the product/service the SDVE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	%	Product/Service(s) proposed: ----- RFA Paragraph References:
2.	%	Product/Service(s) proposed: ----- RFA Paragraph References:
<b>Total SDVE Percentage:</b>	<b>%</b>	

**EXHIBIT I**

**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 RFA, the bidder must either provide a recently dated letter of intent, signed and dated no earlier than the RFA 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 Phone #: \_\_\_\_\_  
MO Address): \_\_\_\_\_

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

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

SDVE's Website Certification (or attach copy of certification)  
Address: \_\_\_\_\_ Expiration \_\_\_\_\_

Date: \_\_\_\_\_

Service-Disabled SDV's  
Veteran's (SDV) Name: \_\_\_\_\_ 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 RFA  
issuance date)*

**EXHIBIT I, continued**

**SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)**

If a participating organization is an SDVE, unless the Service-Disabled Veteran’s (SDV) documents were previously submitted within the past five (5) years to the state agency, the bidder **must** provide the following SDV documents:

- 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: 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.)

The bidder should check the appropriate statement below and, if applicable, provide the requested information.

- No, I have not previously submitted the SDV documents specified above to the state agency and therefore have enclosed the SDV documents.
- Yes, I previously submitted the SDV documents specified above within the past five (5) years to the state agency.

**Date** SDV Documents were Submitted: \_\_\_\_\_

Previous **Bid/Contract Number** for Which the SDV Documents were Submitted: \_\_\_\_\_  
(if known)

**FOR STATE USE ONLY**

SDV’s Documents - Verification Completed By:

\_\_\_\_\_  
Procurement Officer

\_\_\_\_\_  
Date

**EXHIBIT J**

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

**BUSINESS ENTITY CERTIFICATION:**

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

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

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

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

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

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

- I am a self-employed individual with no employees; **OR**
- The company that I represent 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 \_\_\_\_\_ (RFA 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 Division of Purchasing and Materials Management 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 J, continued**

***(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)***

**BOX B – CURRENT BUSINESS ENTITY STATUS**

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

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

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

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

\_\_\_\_\_  
Date

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

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

- Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the applicant's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the applicant's name and the MOU signature page completed and signed, at minimum, by the applicant and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the applicant'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 J, continued**

**AFFIDAVIT OF WORK AUTHORIZATION:**

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

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

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

_____	_____
<i>Authorized Representative's Signature</i>	Printed Name
_____	_____
Title	Date
_____	_____
E-Mail Address	E-Verify Company ID Number

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

\_\_\_\_\_  
Signature of Notary Date

**EXHIBIT J, continued**

***(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)***

**BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS**

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

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the applicant’s name and the MOU signature page completed and signed by the applicant and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

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*

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
E-Verify MOU Company ID Number

**FOR DEPARTMENT USE ONLY**

Documentation Verification Completed By:

\_\_\_\_\_  
Procurement Officer

\_\_\_\_\_  
Date

**STATE OF MISSOURI  
MISSOURI DEPARTMENT OF CORRECTIONS**

**TERMS AND CONDITIONS – REQUEST FOR APPLICATION**

**1. TERMINOLOGY/DEFINITIONS**

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

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

**2. APPLICABLE LAWS AND REGULATIONS**

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

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

### **3. CONTRACT ADMINISTRATION**

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

### **4. OPEN COMPETITION/REQUEST FOR APPLICATION DOCUMENT**

- a. It shall be the applicant's responsibility to ask questions, request changes or clarification, or otherwise advise the Department if any language, specifications or requirements of an RFA appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements or evaluation process stated in the RFA to a single source. Any and all communication from applicants regarding specifications, requirements, competitive application process, etc., must be directed to the Buyer of Record of the Department, unless the RFA specifically refers the applicant to another contact. Such communication should be received at least ten (10) calendar days prior to the official application opening date.
- b. Every attempt shall be made to ensure that the applicant receives an adequate and prompt response. However, in order to maintain a fair and equitable application process, all applicants will be advised, via the issuance of an amendment to the RFA, of any relevant or pertinent information related to the procurement. Therefore, applicants are advised that unless specified elsewhere in the RFA, any questions received less than ten (10) calendar days prior to the RFA opening date may not be answered.
- c. Applicants are cautioned that the only official position of the State of Missouri is that which is issued by the Department in the RFA 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 applicants, price-fixing by applicants, or any other anticompetitive conduct by applicants 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 RFAs are available for viewing and downloading on the Department's website.
- f. The Department reserves the right to officially amend or cancel an RFA after issuance.

### **5. PREPARATION OF APPLICATIONS**

- a. Applicants **must** examine the entire RFA carefully. Failure to do so shall be at the applicant's risk.
- b. Unless otherwise specifically stated in the RFA, all specifications and requirements constitute minimum requirements. All applications must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFA, 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 applicant 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 application. In addition, the applicant 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. Applications which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Applications lacking any indication of intent to application 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 RFA.

- e. In the event that the applicant 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 RFA, such an applicant may submit an application which contains a list of statutory limitations and identification of those prohibitive clauses. The applicant should include a complete list of statutory references and citations for each provision of the RFA 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 RFA.
- f. All equipment and supplies offered in an application must be new, of current production, and available for marketing by the manufacturer unless the RFA clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges, and shall be delivered to the Department's designated destination FOB destination, freight prepaid and allowed unless otherwise specified in the RFA.
- h. Applications, including all pricing therein, shall remain valid for 90 days from the application opening unless otherwise indicated. If the application is accepted, the entire application, including all prices, shall be firm for the specified contract period.
- i. Any foreign applicant 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 application in order to be considered for award.

## 6. SUBMISSION OF APPLICATIONS

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

## 7. APPLICATION OPENING

- a. Application openings are public on the opening date and time specified in the RFA document. Names, locations, and prices of respondents shall be read at the application opening. The Department will not provide prices or other application information via the telephone.
- b. Applications 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 applications may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

## 8. PREFERENCES

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

## 9. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the Buyer of Record before contract award. Upon discovering an apparent clerical error, the Buyer of Record shall contact the applicant and request clarification of the intended application. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an applicant shall be subject to evaluation if deemed by the Department to be in the best interest of the State of Missouri.
- c. The applicant is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the Department. However, unless otherwise specified in the RFA, pricing shall be evaluated at the maximum potential financial liability to the Department.
- d. Awards shall be made to the applicant(s) whose application (1) complies with all mandatory specifications and requirements of the RFA and (2) is the lowest and best application, considering price, responsibility of the applicant, and all other evaluation criteria specified in the RFA and (3) complies with sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all applicants fail to meet the same mandatory requirement in an RFA, the Department reserves the right, at its sole discretion, to waive that requirement for all applicants and to proceed with the evaluation. In addition, the Department reserves the right to waive any minor irregularity or technicality found in any individual application.
- f. The Department reserves the right to reject any and all applications.
- g. When evaluating an application, the Department reserves the right to consider relevant information and fact, whether gained from an application, from an applicant, from an applicant's references, or from any other source.
- h. Any information submitted with the application, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of an application and the award of a contract.
- i. Any award of a contract shall be made by notification from the Department to the successful applicant. 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 applications 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 application file material for review. Applicants who include an e-mail address with their application will be notified of the award results via e-mail if requested.
- l. The Department reserves the right to request clarification of any portion of the applicant's response in order to verify the intent of the applicant. The applicant is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

- m. Any application award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- n. The final determination of contract award(s) shall be made by the Department.

## **10. CONTRACT/PURCHASE ORDER**

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

## **11. INVOICING AND PAYMENT**

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

## **12. DELIVERY**

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

**13. INSPECTION AND ACCEPTANCE**

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

**14. WARRANTY**

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

**15. CONFLICT OF INTEREST**

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

**16. CONTRACTOR STATUS**

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

**17. REMEDIES AND RIGHTS**

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

**18. SEVERABILITY**

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

**19. CANCELLATION OF CONTRACT**

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

**20. TERMINATION OF CONTRACT**

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

**21. ASSIGNMENT OF CONTRACT**

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

**22. COMMUNICATIONS AND NOTICES**

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

**23. FORCE MAJEURE**

- a. The contractor shall not be liable for any excess costs for delayed delivery of goods or services to the Department if the failure to perform the contract arises out of causes beyond the control of, and without the fault or negligence of, the contractor. Such causes may include, however are not restricted to: acts of God, fires,

floods, epidemics, quarantine restrictions, strikes, and freight embargoes. In all cases, the failure to perform must be beyond the control of, and without the fault or negligence of, either the contractor or any subcontractor(s). The contractor shall take all possible steps to recover from any such occurrences.

#### **24. CONTRACT EXTENSION**

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

#### **25. INSURANCE**

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

#### **26. BANKRUPTCY OR INSOLVENCY**

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

#### **27. INVENTIONS, PATENTS AND COPYRIGHTS**

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

#### **28. CONTRACTOR PROPERTY**

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

#### **29. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

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

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

### **30. AMERICANS WITH DISABILITIES ACT**

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

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

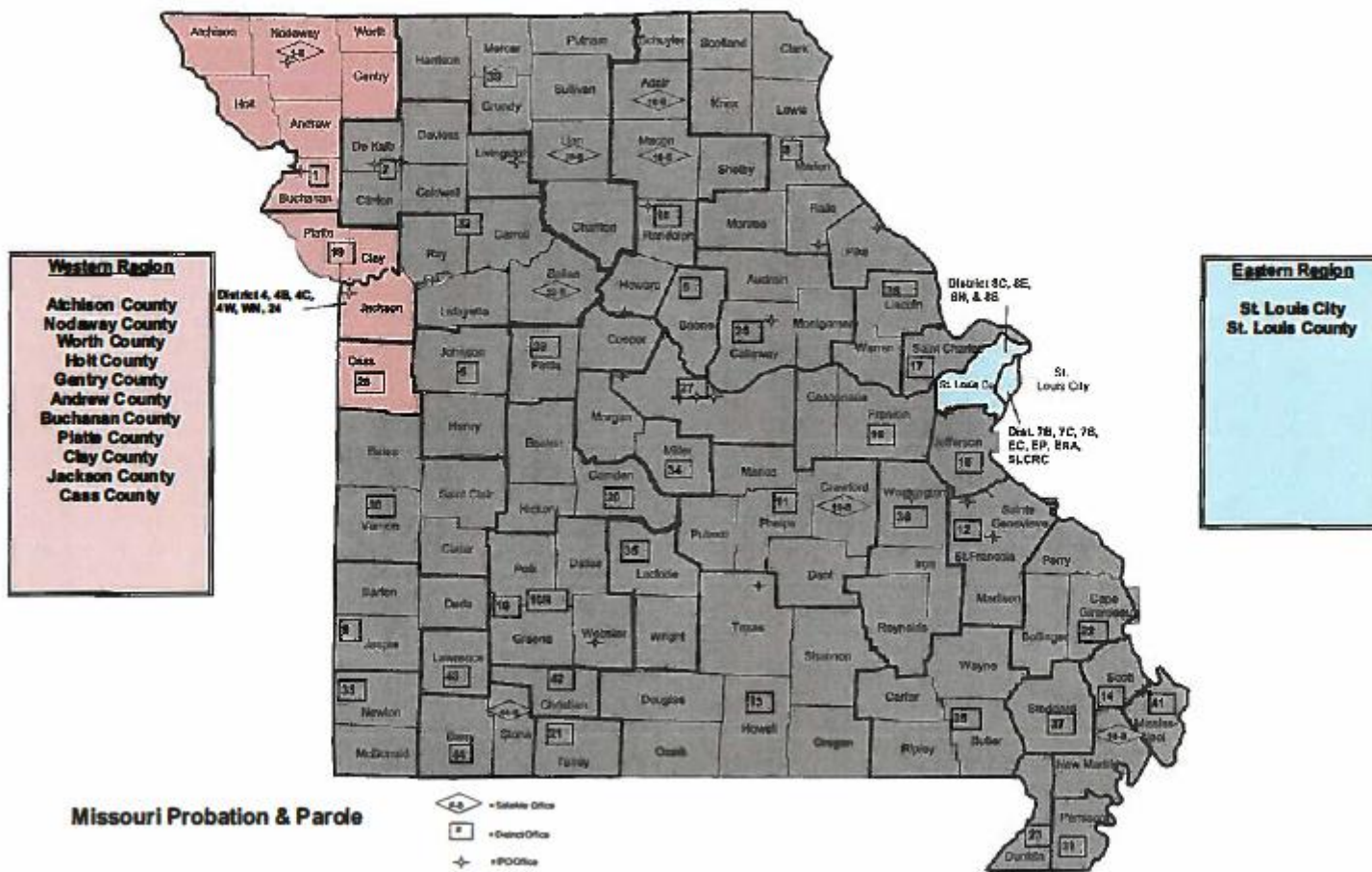
- a. The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption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

### **32. TITLES**

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

Revised 08/07/2014

### Attachment 1 - Eastern & Western Probation & Parole Field Regions



Attachment 2 – DOC Approved Sex Offender Provider List

# Sex Offender Treatment Providers

## For Professionals 10/11/2016

**Carrie Foss** - [carriefoss@yahoo.com](mailto:carriefoss@yahoo.com)

**Indigent Provider**

Farmington CSC, 1430 Doubet Road, Farmington, MO. 63640

Telephone Number: 314-297-7836

**Kristie Loveall** - [kristiecpcc@outlook.com](mailto:kristiecpcc@outlook.com)

**Indigent Provider**

**Center for Professional Counseling & Consultation**

200 Old 63 S., Ste. #101, Columbia, Mo. 65202

Telephone Number: 573-355-1766

**Jan Palmer** - [palmadore@yahoo.com](mailto:palmadore@yahoo.com)

**Center for Professional Counseling and Consultation**

200 Old 63 S, Ste 106, Columbia, Mo. 65202

Telephone Number: 573-268-5919

In practice with Kristie Loveall

**Fred Dudenhoeffer** - [freddudenhoefferpcs@earthlink.com](mailto:freddudenhoefferpcs@earthlink.com)

**Indigent Provider**

**Professional Counseling Services**

P.O. Box 2168

Jefferson City, Mo. 65102

Telephone number: 573-690-2553 (cell)

**EVALUATIONS ONLY**

**Lane Armstrong** - [lane.lbha@gmail.com](mailto:lane.lbha@gmail.com)

**Indigent Provider**

2705 W. Main, Jefferson City, Mo. 65109

Telephone Number: (573) 348-3010

Fax Number: (573) 348-1858

**Terry Wilks** - [Terrycwilks@gmail.com](mailto:Terrycwilks@gmail.com)

1421 Forum Dr., Suite C-2, Rolla, MO. 65401

Telephone number: 573-341-5844

**Richard Jenkins** - [richjenkins1947@yahoo.com](mailto:richjenkins1947@yahoo.com)

1602-D S. Elliott Ave., Aurora, Mo. 65605

Telephone number: 417-229-0413

1441 E. Kearney, Springfield, MO.

154 Wintergreen, Branson, Mo. 65616

204 Main St. Nixa, Mo. 65714

Hwy. 37, Cassville, Mo. 65625

**Jim Lutz - [William.lutz47@yahoo.com](mailto:William.lutz47@yahoo.com)**

154 Wintergreen, Branson, Mo. 65616

Telephone Number: (417) 546-6003

Fax Number: (417) 339-7967

**Michael Walsh - [mwalshpsyd@gmail.com](mailto:mwalshpsyd@gmail.com)**

**Springfield Counseling Services**

1722 W. So. Glenstone, Suite 115, Springfield, MO. 65804

Telephone: 417-881-1810 (office)

**Designated Sex Offender Evaluations & Intellectually delayed group**

**Cherise Sommer - [cherice1sommer@gmail.com](mailto:cherice1sommer@gmail.com)**

**Springfield Counseling Center**

1722 S. Glenstone, Suite W-115, Springfield, MO. 65804

Telephone number: 417-889-9267

**Labryon Williams - [labryon@lwilliamsounseling.com](mailto:labryon@lwilliamsounseling.com)**

2200 E. Sunshine, Suite 312

Springfield, MO. 65804

Telephone number: 417-551-2435

**Rachella McClain (Provisional) - [rachella@lwilliamsounseling.com](mailto:rachella@lwilliamsounseling.com)**

2200 E. Sunshine, Suite 312, Springfield, MO. 65804

Telephone number: 417-551-2435

*Call for group times*

**Gary Duke - [Tia308@juno.com](mailto:Tia308@juno.com)**

**Indigent Provider**

Telephone number: 417-592-9068

330 S. Prewitt, Nevada, MO. 64772

Probation and Parole (CSC), 1580 Imperial Center, West Plains, Mo. 65775

Pulaski County Courthouse, Suite, 101, 301 Historic 66 E., Waynesville, Mo. 65583

1536 W. Elm, Westmore Shopping Center#7, Lebanon, Mo. 65536

**Janice Williams - [B616143@att.net](mailto:B616143@att.net)**

100 Sunset View Dr., Butler, MO.

Telephone number: 660-200-7221

**Terry Wolf - [terrywolf1959@yahoo.com](mailto:terrywolf1959@yahoo.com)**

**Indigent Provider**

**Community Counseling Center of Joplin, Inc**

2727 East 32<sup>nd</sup> Street, Suite 9, Joplin, Mo. 64804

Telephone number: 417-781-7706

**Amber Tipton - [amber@counselingjoplin.com](mailto:amber@counselingjoplin.com)**

705 W. 26th St., Joplin, MO. 64804

Telephone: 417-627-9994 (office), 417-299-2070 (cell phone)

**Danny Johnson - [dannylpc@prodigy.net](mailto:dannylpc@prodigy.net)****Indigent Provider**

619 North Broadview St., Cape Girardeau, MO. 63702 (Main Office)

Telephone Number: 573-334-4330 (New Vision Counseling)

Fax Number: 573-334-3524 (New Vision Counseling)

Sikeston P&P Office, 102 Arthur St. , Sikeston, MO. 63801

Dexter P&P Office, 1003 Wildwood, Suite A, Dexter, MO. 63841

Cape P&P Office, 3463 Armstrong Dr., Cape Girardeau, MO. 63703

Assessments ONLY in the St. Louis area. Clinician will complete DSO Evaluations at a St. Louis P&P office.

Other groups offered: Supervisor program and DSO Evaluations

**Michael Salinger - [salinger@embarqmail.com](mailto:salinger@embarqmail.com)**

135 S. Washington, Clinton, Mo. 64735

Telephone Number: (660) 885-7090

505 N. Ridgeview Dr., Ste. #D, Warrensburg, Mo. 64093

Other groups offered: Aftercare, Chaperone Training, Partner Class

**Kay Crockett- [kaycrockett1972@gmail.com](mailto:kaycrockett1972@gmail.com)**

1400 Forum Blvd. Suite 1C, PMB 305, Columbia, MO. 65203

Telephone Number: (573) 289-4049

2705 W. Main, Jefferson City, Mo. 65109

**Brenda Ulmer - [b.k.ulmer@att.net](mailto:b.k.ulmer@att.net)****Indigent Provider**

Mobile Number all locations: (816) 716-8566

Fax Number: (816) 561-5555

525 N. Scott St., Belton, Mo. 64012

304 W. Walnut, Ste. #207, Independence, Mo. 64055

204 W. Linwood Blvd., Suite 2, Kansas City, MO. 64111

8801 East 63rd. St., Suite 102, Raytown, MO.

**Charlotte Neville - [nevillec@moval.edu](mailto:nevillec@moval.edu)****Indigent Provider**

100 Rollins, Ste. #A, Moberly, Mo. 65270

Telephone Number: (660) 414-6191

2500 South Franklin, Kirksville, Mo. 63501

Grand River Multipurpose Ctr. (Senior Ctr.), 607 West Business Hwy. 36, Chillicothe, Mo. 64601

3805 Oakland St., St. Joseph, Mo. 64506

**Ebony McNulty - [ebotann@aol.com](mailto:ebotann@aol.com)****Indigent Provider**

Telephone Number: (816) 853-7273

Fax Number: (816) 561-5555

12912 Grandview Rd. Suite 102, Grandview, MO. 64030

4218 Roanoke Rd., Ste. #100, Kansas City, Mo. 64111

136 E. Walnut, Independence, MO. 64050

Other groups offered: Educational, Sponsor/Partner groups, Assessments

**Tiffany Martin** – [tiffanyalterego.com](mailto:tiffanyalterego.com)

**Indigent Provider**

505 S Kentucky, Sedalia, Mo. 65301

Telephone Number: 660-232-1107

414 Main St., Booneville, MO. 65233

1060 S. O'Dell, Suite 102, Marshall, MO. 65340

4218 Roanoke Rd. Suite 100, Kansas City, MO. 64111

910 Kent, Ste. #B, Liberty, Mo. 64068

136 E. Walnut, Suite 108, Independence, MO. 64055

**J. Douglas Praiswater** - [dpraiswater@mocsa.org](mailto:dpraiswater@mocsa.org)

3801 S.W. Trfwy., Kansas City, Mo. 64111

Telephone Number: (816) 285-1329

**Also offered:** Designated Sex Offenders Evaluations and Assessments

**Danience Moreland, LPC:**

Begin to Evolve, LLC

9419 E 63<sup>rd</sup> Street Raytown Missouri 64133

Mobile Office #: (816) 726-8770

Fax #: (816) 817-4666

Email: [Begin-to-evolve@hotmail.com](mailto:Begin-to-evolve@hotmail.com)

Additional Services Provided:

Sponsorship/Chaperone Training (by appointment only)

Family Training { more than one person plus offender } (by appointment only)

Designated Sex Offender Evaluations/Assessments (by appointment only)

**Jean Tadokoro** - [jtadokoro1@gmail.com](mailto:jtadokoro1@gmail.com)

**Indigent Provider**

4218 Roanoke Rd., Ste. #100, Kansas City, Mo. 64111

Telephone Number: (816) 510-7658

Fax Number: (816) 561-5555

Other groups offered: Educational, Sponsor/partner groups, Assessment

**Laura Mars** - [hilmars1@aol.com](mailto:hilmars1@aol.com)

**Indigent Provider**

4218 Roanoke Rd., Ste. #100, Kansas City, Mo. 64111

Telephone Number: (816) 868-0349

Fax Number: (816) 561-5555

Other groups offered: Education, Sponsor/Partner groups, Assessments

**PROVIDENT**

**Marge Schicker, LCSW,** [mschicker@providentstl.org](mailto:mschicker@providentstl.org)

**Director of Clinical Services**

Telephone number: 314-371-6500

Fax number: 314-371-6508

**Jennifer Washington, LPC,** [jwashington@provident.stl.org](mailto:jwashington@provident.stl.org)

Telephone number: 314-884-6099

2650 Olive St., St. Louis, MO. 63103

**Jim Moll** (James M. Moll Counseling, LLC) - [711jmoll@charter.net](mailto:711jmoll@charter.net)

4144 Lindell Blvd., Ste. #120, St. Louis, MO. 63108

Telephone Number: (314) 303-6559

Designated Sex Offender Evaluations: by appointment - fee: \$400.00

**Lynn Rousan** - [lynnrousan@yahoo.com](mailto:lynnrousan@yahoo.com)**Indigent Provider**

1000 Edgewater Point, Suite, 305, Lake Saint Louis, MO. 63367

Telephone number: 636-561-5511**Otis Pitts** - [otispitts@sbcglobal.net](mailto:otispitts@sbcglobal.net)

1000 Edgewater Point, Suite 305, Lake Saint Louis, MO. 63367

Telephone number: 636-561-5511 (office)Telephone number: 314-313-7278 (cell)Fax number: 636-688-0059**McGuire Counseling Centers****Indigent Provider****Susan McGuire** - [susan-mcguire@att.net](mailto:susan-mcguire@att.net)**Laura Brooks** - [laurabrookslpc@gmail.com](mailto:laurabrookslpc@gmail.com)**Larry Marshall** [lmarshall.mcc@gmail.com](mailto:lmarshall.mcc@gmail.com)Telephone number: 314-258-4056 or 636-390-2770

10449 St. Charles Rock Road, Suite 401, St. Ann, MO. 63074

Telephone number: 414-258-4056 or 314-427-2940

1360 S. 5th Street, Suite 370, St. Charles, MO. 63301

Telephone number: 314-258-4056 or 636-940-9511**Bill Maxson:** [b.l.maxson@gmail.com](mailto:b.l.maxson@gmail.com)

1669 South Old Hwy. 141, Fenton, Mo. 63026

P.O. Box 32, Fenton, Mo. 63026

Telephone Number: (636) 343-1114

Other groups offered: Supervisor program (as needed)

**Dana Maxson:** [danamaxson@gmail.com](mailto:danamaxson@gmail.com)

1669 S. Old Hwy 141, Fenton, Mo. 63026

Telephone Number: (636) 343-1114

Other groups offered: Supervisor Program (as needed)

**Professional Psychological Services****Indigent Provider****Jenny Toon** - Telephone number: 314-995-2106 - [jennytoon@hotmail.com](mailto:jennytoon@hotmail.com)**Matt Collins** - Telephone number: 314-997-8506 - [ppsmcollins@juno.com](mailto:ppsmcollins@juno.com)

1600 S. Kingshighway, Suite 1, St. Louis, MO. 63110

**New Vision Counseling - Sikeston Office****Indigent Provider****Anna Majors** - [ac.Majors@yahoo.com](mailto:ac.Majors@yahoo.com)

404 E. Center St., Sikeston, MO. 63801

Telephone number: 573-334-4330, Fax number: 573-334-3524

**New Vision Counseling**

**Indigent Provider**

**Robyne Collins- [counseling.rcinc@yahoo.com](mailto:counseling.rcinc@yahoo.com)**

Missouri Probation and Parole

915 HWY 84 West, PO. Box 940, Caruthersville, MO. 63830

Telephone number: 573-429-0082