

REQUEST FOR APPLICATION

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

Applications Must be in either Sealed Envelope
or Containers and be Received No Later Than:

2:00 p.m., August 27, 2009

For information pertaining to the RFA contact:

Lisa Meyer, CPPB
Procurement Officer
Telephone: (573) 526-6611
Fax: (573) 522-8407
E-mail: Lisa.Meyer@doc.mo.gov

RFA SDA 480-002 Amendment 1

Community Reentry Funding
Statewide

Award Period: Date of Award – June 30, 2010
With automatic renewal for up to 12 months
Date of Issue: July 28, 2009

Page 1 of 34

Services procured for
Statewide Community Reentry Funding

Missouri Department of Corrections
P O Box 236
2729 Plaza Dr.
Jefferson City, MO 65109

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

We hereby agree to use the funds requested herein for the purposes described 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 award, 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 from providing any service requirements outlined herein.

Name: _____

Business Name as filed with the IRS: _____

Mailing Address: _____

City, State Zip: _____

Telephone: _____ State Vendor Number: _____

Federal Taxpayer ID Number: _____

E-Mail Address: _____

Authorized Signer's Printed Name and Title: _____

Authorized Signature: _____

Application Date

NOTICE OF AWARD:

Accepted by the Department of Corrections as follows:

Award No. _____

Division Director, Department of Corrections

Date

Amendment #001 for IFB SDA480-002

Title: Community Reentry Funding Statewide

**Contract Period: Date of Award through June 30, 2010
with an automatic renewal through October 31, 2010**

RFA SDA480-002 is hereby amended as follows:

1. The following paragraphs were added as a result of Amendment #001.

2.1.9	2.23
Terms & Conditions 13. d	

2. The following pages/paragraphs contain revisions as a result of Amendment #001.

Application Cover Sheet	3.1 g & sub-paragraph
Checklist for Application Submission	5.1.1 b
Application Summary Form	5.1.3
1.1.2	Exhibit A
1.2.2	Exhibit C
2.1.4	Exhibit H
3.1 c 4.	

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Purchasing Section
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Jefferson City, Missouri 65102

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2:00 p.m., August 20, 2009

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Lisa Meyer, CPPB
Procurement Officer
Telephone: (573) 526-6611
Fax: (573)522-8407
E-mail: Lisa.Meyer@doc.mo.gov

RFA SDA 480-002

Community Reentry Funding
Statewide

Award Period: Date of Award – June 30, 2010
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Name: _____
Business Name as filed with the IRS: _____
Mailing Address: _____
City, State Zip: _____
Telephone: _____ State Vendor Number: _____
Federal Taxpayer ID Number: _____
E-Mail Address: _____
Authorized Signer's Printed Name and Title: _____

Authorized Signature: _____ Application Date

NOTICE OF AWARD:
Accepted by the Department of Corrections as follows:

Award No. _____

Division Director, Department of Corrections

Date _____

Checklist for Application Submission

MANDATORY FORM

COMPLETED FORM MUST 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 will not score the application.*

Number 2 Added, Paragraph Numbers Changed, All Mandatory are Forms Hi-Lighted in Yellow. – Amendment 001

Amendment 1 Added

1. *Request for Application Cover Page, including Cover Page(s) for any amendments (see cover sheet)
2. *Checklist for Application Submission
3. *Application Summary Form (immediately following this page)
4. Proposal Narrative (see Part Three – Submission Requirements)
 - A. Identify the Gap (see 3.1 a)
 - B. Applicant's Experience and Expertise (see 3.1 b)
 - C. Program Design and Implementation (see 3.1 c)
 1. Project Summary (see 3.1 c 1)
 2. Target Audience Summary (see 3.1 c 2)
 3. Output Objectives (see 3.1 c 3)
 4. Outcome Objectives (see 3.1 c 4)
5. Timeline (see 3.1 d)
6. Budget Detail Worksheet (see 3.1 e)
7. Budget Narrative (see 3.1 f)
8. Supporting Documentation & Forms
 - A. * Exhibit A – Personnel Expertise Summary (mandatory form)
 - B. * Exhibit B – Timeline (mandatory form)
 - C. * Exhibit C – Budget Detail Worksheet (mandatory form)
 - D. * Exhibit D – Budget Narrative Page (mandatory form)
 - E. Exhibit E – MBE/WBE Participation Commitment Table (optional form)
 - F. Exhibit F – Documentation of MBE/WBE Participation (optional form)
 - G. Exhibit G – Missouri Service-Disabled Veteran Business Preference (optional form)
 - H. Exhibit H – Reporting Requirements (sample document only)
 - I. Documentation of Nonprofit Corporation under Chapter 355 RSMo. or Section 501(C)(3) of the Internal Revenue Code (documentation needed)

* Denotes mandatory form that must be submitted with response to RFA.

NOTE: Questions relating to the RFA must be directed to Emily Johnson, of the University of Missouri at either 573.884.5473 or johnsonemi@missouri.edu

Application Summary Form

Anticipated Outputs Revised Below. – Amendment 001

COMMUNITY REENTRY FUND APPLICATION SUMMARY FORM

The entire application MUST be typed

Handwritten applications will not be accepted.

This form must be completed in its entirety and submitted to be considered for award.

<i>Please select geographic area:</i> http://www.doc.mo.gov/division/prob/pdf/ppdistmap.pdf		<i>Amount of DOC Funds Requested:</i>
<input type="checkbox"/> Region I	City/County _____	\$
<input type="checkbox"/> Region II	City/County _____	
<input type="checkbox"/> Region III	City/County _____	
<input type="checkbox"/> Region IV	City/County _____	
<input type="checkbox"/> Region V	City/County _____	
<input type="checkbox"/> Region VI	City/County _____	

Program Title:

Applicant Agency and Address:

 Signature/Title _____ Date _____

Project Director Name, Phone, Fax & Email:

Anticipated Outputs: (number of offenders supervised by DOC to be served by the proposed project):

Estimated Cost per Offender:
 \$ _____

of Paid Staff:
of Volunteers:

Summary of Proposed Project: In a concise manner provide a summary paragraph of your project.

In-Kind Contributions: Identify any in-kind contributions which include “contributions other than cash.” While they usually add real value to a project, they do not require an additional cash outlay i.e. donated labor, materials and services.

Applicants should indicate what in-kind contributions their organizations will make to this project and how those contributions will help sustain the project.

**PART ONE
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 "DOC" in accordance with the terms and conditions set forth herein.
- 1.1.2 Overview – Community Reentry Funding is intended to support local efforts that will reduce the risk presented by offenders to commit new crimes and to return to prison. Awards of up to \$100,000 per application are available. Eligible applicants include nonprofit organizations, faith-based groups, and units of local government. Upon award of the application, 50% of the requested funding will be provided to the selected applicants unless the application warrants additional funds at the beginning of the contract period. An additional 25% will be paid in February, or when expenditures warrant such payment, with a final payment will be paid in June, if expenditures warrant such payment. The awardee will be required to submit quarterly status reports and a final summary report to show the results and outcomes related to the stated goal and objectives.
- o DOC anticipates up to 30 awards may be made for this procurement.
 - o Anticipated start date for the RFA is November 1, 2009 with application services to be provided for the period of one year – through October 31, 2010 (an automatic renewal will be issued on June 30 to allow a continuous 12 months of funding for awarded applications in compliance with the terms and conditions of the RFA).

Paragraph Clarification Added. – Amendment 001

- o Anticipated budget should be based on 12 month period.

- 1.1.3 **Pre-Application Conference - A pre-application conference regarding this Request for Application will be held at 8:30 a.m. on August 6, 2009, in the Roanoke Room at the Truman Hotel located at 1510 Jefferson St., Jefferson City, Missouri.**

- 1.1.4 Technical Assistance – The University of Missouri has been contracted to provide technical assistance to the potential applicants. A list of frequently asked questions is available at the following web-site: <http://www.doc.mo.gov/reentry/PDF/CommunityReentryGrantsInformation.pdf>

Also, an electronic copy of the entire application is located on the DOC web page at the following location: <http://www.doc.missouri.gov/division/hservice/FMU/bidding.htm>

- 1.1.5 Organization - This document, referred to as a Request for Application (RFA) has been divided into the following parts for the convenience of the applicant:
- Checklist for Application Submission
 - Application Summary Form
 - Part One - Information and General Information
 - Part Two - Scope of Work
 - Part Three - Applicant Program Response Requirements and Vendor Number/Award Information
 - Part Four - Applicant Requirements for Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) Participation, if applicable
 - Part Five - Application Formatting & Submission Information, Evaluation Process, and Award
 - Exhibits
 - o Exhibit A – Personnel Expertise Summary
 - o Exhibit B – Timeline
 - o Exhibit C – Budget Detail Worksheet
 - o Exhibit D – Budget Narrative
 - o Exhibit E – MWE/WBE Participation Commitment, mandatory if applicable
 - o Exhibit F – Documentation of MBW/WBE Participation, mandatory if applicable
 - o Exhibit G – Missouri Service-Disabled Veteran Business Preference, mandatory if applicable
 - o Exhibit H – Reporting Requirements

- Terms and Conditions

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

- Open Competition
- Preparation of Applications
- Submission of Applications
- Preferences
- Evaluation and Award

1.1.7 Any applicant desiring to appeal a decision related directly to the agreement must do so within ten (10) working days from the date of formal award, evidenced by the Notice of Award. A specific format for submission of an appeal is not required. However, concerns must be submitted in a manner that clearly sets forth the issue(s), referencing applicable sections of the RFA together with an opinion of what a recommended remedy should include.

1.2 Questions and Communication

1.2.1 Questions relating to the RFA must be directed to either Emily Johnson of the University of Missouri at 573.884.5473 or johnsonemi@missouri.edu or Lisa Meyer of the Department of Corrections at 573.526.6611 or Lisa.Meyer@doc.mo.gov

- a. Any and all questions must be submitted in writing to the University of Missouri and should be received 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. Neither the University of Missouri nor the DOC shall be responsible for any non-deliverable response to an individual inquiry, and are under no obligation to solicit the applicant regarding such information once submitted unless otherwise advised.

Paragraph Clarification Added. – Amendment 001

1.2.2 Applicants and their agents may **NOT** contact or discuss the RFA, evaluations, etc. with the any DOC staff other than the procurement officer of record **or other persons identified in the RFA** during the application process.

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

1.3.1 The DOC strongly encourages MBE and WBE participation in the performance of the agreement. Refer to Part Three and all subparagraphs for specific participation opportunities.

1.3.2 If MBE/WBE subcontracting requirements are included in the RFA, the applicant may contact the State of Missouri's Office of Equal Opportunity regarding MBE/WBE certification or subcontracting.

1.4 Background Information

1.4.1 The purpose of the Community Reentry Awards is to provide community reentry funding to local reentry initiatives and programs that will directly impact risk reduction efforts for those offenders under the jurisdiction of the DOC.

1.4.2 The Office of Administration has issued a special delegation of authority (SDA 480) to the DOC that permits the DOC to administer the development, issuance, evaluation and award for the services defined herein.

1.4.3 Approximately 97% of the people in Missouri's prisons will one day be released. Within three (3) years of

release, a significant number of those will go back to prison for a new crime. For each new crime, there is a new victim and new costs to Missouri's communities. The Missouri Department of Corrections is working to increase the successful reentry of offenders into the community to decrease the number of people returning to prison. The Department's approach to this effort is through the implementation of effective community-based interventions and the application of evidence-based practices.

- 1.4.4 Pursuant to Executive Order 09-16 the department has established thirty-three (33) permanent interagency Missouri Reentry Process (MRP) steering teams across the state. The mission of the MRP Steering Teams is to integrate successful offender reentry principles and practices in state agencies and communities resulting in partnerships that enhance offender self-sufficiency, reduce re-incarceration and improved public safety. A list of local MRP Steering Teams is on the internet at:
<http://www.doc.mo.gov/reentry/PDF/Local%20MRP%20Teams.pdf>
- 1.4.5 Additional information and history about the DOC and MRP can be found on the internet at: www.doc.mo.gov, [*Quick Link: Missouri's Reentry Process (MRP)*].
- 1.4.6 The DOC plans to distribute the funding among the six (6) Probation and Parole field regions proportionately, based on offender population, and capped at no more than \$100,000 per award. A map of the Probation and Parole field regions can be viewed at: <http://www.doc.mo.gov/division/prob/pdf/ppdistmap.pdf>
- 1.4.7 Although an attempt has been made to provide accurate and up-to-date information, the DOC 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
SCOPE OF WORK

2.1 General Requirements

- 2.1.1 The DOC is soliciting applications to fund reentry initiatives and programs that will directly impact risk reduction efforts for those offenders under the jurisdiction of the department.
- 2.1.2 The funding can be used to implement a new project, program or service or enhance an existing program or service for the target population to meet documented gaps in the community in services or other needs not being fully met within the community.
- 2.1.3 The target population is offenders under the jurisdiction of the DOC.
- 2.1.4 Funding priorities have been established at the state and local level as listed below. Preference will be given to applicants who address these needs in accordance with the point distribution as listed below:

Paragraph Clarification Added. – Amendment 001

- Sex Offender Reentry **Wrap Around** Support – Housing and sex offender treatment for indigent offenders with certified providers. (10 points) DOC certified providers must be used if sex offender treatment is to be provided. A listing of certified providers is included on the attached web-site: **LINK or ATTACHMENT TO BE PROVIDED HERE THE WEEK OF AUG 17**
- Housing – Providers for offenders who are not sex offenders. (7 points)
- Employment Development – Employers that will hire all offenders, including sex offenders. (6 points)
- Transportation – Providers for all offenders, including sex offenders. (4 points)
- Basic Essentials – Funding to assist all offenders, which includes sex offenders, in the purchase of medications, GED tests, vocational licensing, child care, emergency needs, etc. (2 points)

Note: The maximum number of points for funding priorities will be 10 points.

- 2.1.5 The department will consider awards for innovative activities not listed above that have been identified as critical for the successful reentry of offenders. Consideration will be given to applications that are consistent with the program, design and implementation of the 8 Evidence-Based Principles for Effective Interventions in Community Corrections (<http://www.nicic.org/pubs/2004/019342.pdf>).
- 2.1.6 Awardees should make every effort to partner with their local MRP Steering Team or its members when possible.
- 2.1.7 **Unallowable Costs:** The following items **will not be funded**:
- Services, programming or resources for individuals not under the supervision of the department.
 - Existing staff costs (i.e. using funds to pay for the hours a regular staff person spends on planning and implementing the program).
 - Replacement of funds that have been appropriated or granted for the same purpose.
 - Any indirect costs of the organization applying for funding.
- 2.1.8 **Allowable Travel Expenses:** All travel must be considered a direct benefit to the offender i.e. transportation services for offenders only. Any travel expenses incurred during the project must be in accordance with the following:
- The maximum mileage rate which can be claimed shall be \$.50 per mile which is in accordance with the Office of Administration Travel Regulations <http://oa.mo.gov/acct/mileage/index.htm>
 - The maximum rate which can be claimed for any other travel expense shall be in accordance with the Conus rate <http://oa.mo.gov/acct/MealPerDiem.htm> or http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentType=GSA_BASIC&contentId=17943

Paragraph for Allowable Salaries Added. – Amendment 001

- 2.1.9 **Allowable Salaries:** Salaries and fringe benefits, at a maximum of 12%, may be funded for personnel providing direct services to offenders. 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. 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.
- 2.2 **Monitoring:** The department will 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.
- 2.3 **Reporting:** Awardees will submit quarterly program reports to the University of Missouri using forms provided by the University of Missouri during the award period. The program reports will detail program operations, the number of offenders served to date, and upcoming media and community events. Reports shall also provide any outcome measurement data. The data should specifically address progression toward the award's activities and objectives. Awardees will also submit quarterly reports (for the period of Nov. 1 through January 31 due Feb. 15; for the period of February 1 through April 30 due May 15; and, for the period of May 1 through July 31 due August 15) and a final report due November 15 summarizing outputs and outcomes, and a comparison between the program's expected and actual progress toward meeting its stated objectives. See Exhibit H for reporting information requested.
- 2.4 **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 agreement shall be the sole responsibility of the awardee.

The awardee shall retain all books, records, and other documents relevant to the agreement 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.

- 2.5 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 agreement, or any other activities of the awardee pursuant to the agreement for purposes of audit and evaluation of the services performed.
- a. 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 agreement for purposes of a department audit.
 - b. The awardee must provide access for audits of the operating systems, procedures, programs, documentation, software packages, facilities, and equipment used in support of the agreement.
 - 1) 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 agreement.
 - 2) 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.
- 2.6 **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 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 on an as needed basis after the awardee has fully implemented services. If acceptable to the department, 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.

2.7 Agreement Requirements

- 2.7.1 The agreement 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 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.
- 2.8 **Agreement Period:** The original agreement period shall be as stated in the Request for Application (RFA). The award shall not bind, nor purport to bind, the state for any commitment in excess of the original agreement period. DOC shall have the right, at its sole option, to renew or extend the contract. In the event DOC exercises such right, all terms and conditions, requirements and specifications of the contract, including prices, shall remain the same and apply during the renewal or extension period. DOC will process automatic renewals through October 31 (or one year) for all applications who are in compliance with the terms and conditions of the RFA.
- 2.9 **Severability** - If any provision of this contract or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this contract which can be given effect without the invalid provisions or application, and to this end the provisions of this contract are declared to be severable.
- 2.10 **Breach of Agreement:** If the department determines that the awardee is not using the awarded funds in compliance with the agreement, the department may cancel the agreement. 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 is not or cannot be corrected, the department shall issue a notice of cancellation terminating the agreement immediately. The awardee shall also be disqualified from any future funding awards.
- 2.11 Any written notice to the awardee shall be deemed sufficient when deposited in the United States mail, postage prepaid, and addressed to the awardee at the address on the signature page of the agreement or at an address the awardee may have requested in writing.
- 2.12 **Personnel/Sub Contractors:** Any person who has been convicted of a felony or a misdemeanor or who is currently under the supervision of the federal, state or county government for any conviction(s), or under supervision of a municipal correctional agency for a conviction of moral turpitude, must be approved in writing by the state agency Division Director before providing services under this contract.
- 2.13 **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 agreement. 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 agreement.

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.

- 2.14 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 agreement.
- 2.15 The agreement is not intended to create any rights, liberty interest, or entitlements in favor of any individual. The agreement 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 agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, and nothing contained in this agreement shall give or allow any claim or right of action whatsoever by any other person on this agreement. It is the express intention of the parties hereto that any entity, other than the parties hereto, receiving services or benefits under this agreement shall be deemed an incidental beneficiary only.
- 2.16 **Assignment:** The awardee shall agree and understand that, in the event the department consents to a financial assignment of the agreement in whole or in part to a third party, any payments made by the State of Missouri pursuant to the agreement, 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 agreement.
- 2.17 **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.
- 2.18 **Conflict of Interest:** No official or employee of the department or public official of the State of Missouri who exercises any functions or responsibilities in the review or approval of the Scope of Work covered by the agreement shall acquire any personal interest, directly or indirectly, in the proposed agreement.
- a. The awardee agrees that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services. The awardee agrees that no person having such interest shall be employed or conveyed an interest, directly or indirectly, in the agreement.
 - b. It is agreed that no Missouri state employee shall help the awardee obtain this agreement or participate in the performance of this agreement if such involvement will constitute a conflict of interest. Before any state employee may be involved in the performance of this agreement written approval shall be obtained from the director of the department.
 - c. A state employee shall not be compensated under this agreement. A state employee shall not use state facilities or materials for personal gain relating to the performance of this agreement.
- 2.19 **Property of State:** All reports, documentation, and material developed or acquired by the awardee, as a direct requirement specified in the agreement 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 agreement shall be confidential and that no reports, documentation, or material prepared as required by the agreement shall be released to the public without the prior written consent of the department.
- 2.20 **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 agreement shall be confidential and that no reports, documentation, or material prepared as required by the agreement shall be released to the public without the prior written consent of the department.
- a. The awardee shall maintain strict confidentiality of all patient and offender information or records supplied to it by the department or that the awardee establishes as a result of agreement 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 subawardees and employees.
- 2.21 **Publicity:** Any publicity release mentioning agreement activities shall reference the agreement number and the department. Any publications, including audiovisual items produced with agreement funds, shall give credit to the agreement 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 agreement without the prior, written approval of the Department's Public Information Officer.
- 2.22 **Sub-awardees:** Any subcontracts for the products/services described herein must include appropriate provisions and contractual 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 subcontract in those matters described in the agreement 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 agreement 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.

Paragraph Clarification Added. – Amendment 001

- 2.23 **Authorized Personnel:** The contractor understands and agrees that by signing the RFA, the contractor certifies the following:
- a. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- b. If the contractor is found to be in violation of this requirement or the applicable laws of the 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.
- c. The contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

PART THREE

APPLICANT PROGRAM RESPONSE & VENDOR NUMBER/AWARD INFORMATION

- 3.1 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 may 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 100 points. Up to an additional 10 points may be added to the rating and scoring for applicants that address the priorities of the state and local levels.

The Cover Page, any amendments issued to the RFA, the Application Summary Form (page 3), and Exhibits A thru D (pages 18-22) MUST also be completed and submitted with the application. Completeness of the application may be verified by using the Application Submission Checklist on page 2 of the document.

- a. **Identify the Gap in the Community (15 points):** Identify the gap in the community to be addressed by the proposed project. The application should clearly identify where the gaps in services are in your local community and not those gaps in your organization.

Link to MRP Web-Site Added. – Amendment 001

http://www.doc.mo.gov/reentry/MRP_Other.htm

- b. **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.
- o Explain current relationship with local Probation and Parole office.
 - o Describe the organization and its capabilities to implement the project.
 - o Using the form in Exhibit A, 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. **(Note that funds cannot be used for any existing paid staff in the applicant's organization.)**

- c. **Program Design and Implementation (40 points):**

1. *Project Summary.* 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 8 Evidence-Based Principles for Effective Interventions in Community Corrections (<http://www.nicic.org/pubs/2004/019342.pdf>). Identify whether an existing program or service procedure is to be continued or replicated. Describe how the services will be provided, including screening, assessment or referral procedures. Describe the amount (i.e., hours, days) of contact that each offender will receive from each type of anticipated service. If requesting funds for equipment or materials, provide a description of need for each item.
2. *Target Audience Summary.* Describe the target audience that will receive the services. State the approximate number of the target population to be served, the geographic area of service and the process in which your agency will receive referrals for the proposed services.
3. *Output Objectives.* For each anticipated activity, state the anticipated output objectives in the narrative. Outputs are defined as the counts of activities (e.g., number of group sessions conducted, number of examinations conducted, etc.) and offenders served in each activity. Output objectives typically include the target number of activities, offenders to be served, and the expected timeframe for completion. Describe how output data will be collected.

Paragraph Clarification Added. – Amendment 001

4. *Outcome Objectives.* **At a minimum**, identify 1-2 anticipated outcome objectives for your project in the narrative. Outcomes are defined as the benefit or change to the offender as a result of the

project activities. Outcome objectives typically include indicators of offender success such as: percentage of offenders who do not violate conditions of release of parole or re-offend, percentage of offenders who are employed and percentage of offenders who achieve gains in educational achievement. Describe how outcome data will be collected.

Below are samples of outputs and outcomes for both equipment and services. Output objectives and outcome objectives should be included in the application narrative.

Equipment

(Purchase a Van):

Output - Within 3 months of the award, transportation services will be provided to 100 offenders.

Outcome - At the completion of the project, 50% of offenders will have utilized transportation services for employment related activities, 30% of offenders will have utilized transportation services for medical appointments, 20% of offenders will have utilized transportation services to social service agencies.

(Purchase Furniture):

Output - Within 30 days of award, all budgeted furniture and supplies will be bought for 2 transitional housing locations.

Outcome - At the completion of the project, 100% of transitional housing locations will be occupied by qualified offenders.

Services

(Job Training):

Output - Within 2 months of award, 70 offenders will complete the 4-week job skills course.

Outcome - Within 3 months of award, 30% of offenders who completed the job skills training will find employment.

(Substance Abuse Counseling):

Output - At the completion of the project, 20 offenders will have completed 6 weeks of substance abuse counseling.

Outcome - At the completion of the project, 75% will have remained drug and alcohol free.

(Basic Needs):

Output - Within 3 months of award, 120 offenders will have accessed basic needs services.

Outcome - Within 3 months of award, 75% of offenders served accessed clothing, 25% accessed personal hygiene supplies.

- d. **Timeline (5 points):** Briefly and sequentially 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. (See Exhibit B)
- e. **Budget Detail (10 points):** Applicants are required to complete and submit Exhibit C, 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.
- f. **Budget Narrative (10 points):** Applicants are required to submit a detailed, concise budget narrative on Exhibit D outlining how and when funds will be spent. List each supply or equipment item for which funding is being sought. Expenses for equipment and/or supplies may not be bundled together as a lump sum i.e. office supplies \$100.00. **All expenses must be detailed.**

Additional Detail Added. – Amendment 001

- g. **Preference Points (as noted below):** Preference points will be added for applicants who incorporate the following funding priorities in their application. **Up to an additional 10 points may be added to the rating and scoring for applicants that address the priorities of the state and local levels. Only the category with the maximum points as noted below will be added to the rating and scoring.**

Additional Detail Added. – Amendment 001

- Sex Offender Reentry **Wrap Around** Support – Housing and sex offender treatment for indigent offenders with DOC certified providers. (10 points) DOC certified providers must be used if sex offender treatment is to be provided. A listing of certified providers is included on the attached web-site: **LINK or ATTACHMENT TO BE PROVIDED HERE THE WEEK OF AUG 17TH**
 - Housing – Providers for offenders who are not sex offenders. (7 points)
 - Employment Development – Employers that will hire all offenders, including sex offenders. (6 points)
 - Transportation – Providers for all offenders, including sex offenders. (4 points)
 - Basic Essentials – Funding to assist all offenders, which includes sex offenders, in the purchase of medications, GED tests, vocational licensing, child care, emergency needs, etc. (2 points)
- 3.2 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.
- 3.3 **Vendor Number/Award Information**
- 3.3.1 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/vendor_ach_eftd.pdf
- 3.3.2 Upon award of application, the department will process an initial payment for 50% of the award; an additional 25% will be paid in February, 2010, or when expenditures warrant such payment, with a final payment will be paid in June, 2010. A notice of award document will be forwarded to all awardees detailing the amount to be paid by the department for each category approved for the spending. All funds should be spent prior to October 31, 2010.
- a. The awardee shall, no later than February 26, 2010, submit a detailed summary of expenditures and quarterly data for the first quarter on forms created and approved by the University of Missouri.
- b. 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.
- c. 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.
- d. The parties agree that transfers may be made between **Exhibit C** approved budget categories at the discretion of the awardee. The total of such transfers shall not exceed ten (10) percent of the total amount of funding provided under **Exhibit C**.
- Any transfers over the ten (10) percent shall require a written contract amendment. All transfers must be made within the existing budget categories.
- 3.3.3 Other than the payments specified herein, no other payments or reimbursements shall be made to the awardee.
- 3.4 **Missouri Service-Disabled Veteran Business Preference**
- 3.4.1 Any applicant eligible to receive the Missouri service-disabled veteran business preference pursuant to 34.074 RSMo must review and complete EXHIBIT G, MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE and provide the specified documentation in accordance with the instructions provided therein.

PART FOUR**APPLICANT REQUIREMENTS FOR MINORITY BUSINESS ENTERPRISE (MBE) AND WOMEN
BUSINESS ENTERPRISE (WBE) PARTICIPATION**

----- Read All Of This Part Of The RFA And Complete All Related Exhibits -----

- 4.1 **Goals for Participation:** In order for the Department of Corrections to meet the requirements of Executive Order 98-21, the applicant should strive to secure participation by certified MBEs and WBEs in providing the products/services required in this RFA. The Department of Corrections seeks a goal of MBE participation of at least 10% and WBE participation of at least 5% of the total dollar value of a award exceeding \$100,000.00.
- 4.1.1 These requirements can be met by a qualified MBE/WBE applicant themselves and/or through the use of qualified subawardees, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.
- 4.1.2 Work performed by MBE/WBEs must provide a commercially useful function related to the delivery of the service/product required herein. In order to be considered as meeting these requirements, the MBE/WBEs must be qualified at the time the application is submitted.
- 4.2 **Definition -- Qualified MBE/WBE:**
- ◆ MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.
 - ◆ Minority is defined in 33.750 RSMo as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, or other similar racial groups.
 - ◆ In order to be considered a **qualified** MBE or WBE for purposes of this RFA, the MBE/WBE **must be certified** by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO).
- 4.3 **Applicants Qualifying as MBE/WBE:**
- 4.3.1 MBE/WBEs submitting applications can meet the MBE or WBE participation requirements by completing the Documentation of MBE/WBE Participation exhibit and verifying their certification by the OEO as an MBE or WBE. Note: Portions of the award that will be performed by businesses, which do not qualify as MBEs or WBEs, will not be considered as MBE/WBE participation.
- 4.4 **Potential MBE/WBE Subcontracting and Other Participation Opportunities:**
- 4.4.1 This information is intended to suggest potential opportunities for participation of MBEs and WBEs in providing the products and services required in the RFA. Applicants can meet the participation requirements through the use of subawardees, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for qualified MBE/WBE participation. The following list is not meant to be all-inclusive, nor is it intended to limit the applicant to utilize the participation in the manner identified.
- | | |
|--|-----------------------------|
| Office Products Suppliers | Mental Health Care Services |
| Other Substance Abuse & Treatment Service Products | Counseling Services |
| Medical and/or Office Equipment Providers | Accounting/Payroll Services |
| Professional Recruitment Services | Staff Training |
- 4.5 **Resources:**
- 4.5.1 A listing of several resources that are available to assist applicants in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at http://www.oa.state.mo.us/oEO/Supplier_Diversity_Program.html. or by contacting the Supplier Diversity Program at:
- Office of Administration
Supplier Diversity Program
P.O. Box 809
Harry S Truman Bldg., Room 840
Jefferson City, MO 65102
Phone: (877) 259-2963 or (573) 751-8130
Fax: (573) 522-8078
- 4.6 **Participation Commitment:**
- 4.6.1 If proposing the utilization of MBE and WBE, the applicant must complete the Participation Commitment exhibit identifying each proposed MBE and WBE, which is located in the Exhibit section of this RFA.
- 4.7 **Documentation of MBE/WBE Participation:** The applicant must insure that each MBE and WBE listed in the Participation Commitment exhibit completes a Documentation of MBE/WBE Participation exhibit, which is located in the Exhibit section of this RFA.
- Each completed Documentation of MBE/WBE Participation exhibit must be submitted by the applicant with the application.
 - The percentage level of MBE/WBE participation committed to by the applicant in the Participation Commitment exhibit and verified in the Documentation of MBE/WBE Participation exhibit shall be considered by the department in the evaluation process.

**PART FIVE
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 DOC by the application receipt date and time specified on Page 1.
- a. Specifically, any form containing a signature line such as on Page one of the original RFA and any amendments, exhibits, budget pages, etc., shall be manually signed and returned as part of the application.

Additional Detail Added. – Amendment 001

- b. In addition to the original application, the applicant shall include five (5) copies of their application for a total of six (6) applications. In addition, the applicant should provide **one (1) electronic copy** of their entire application on diskette(s), CD(s), or thumb drive including all attachments, in Microsoft-compatible **Word 1997-2007** format **WITH THE ORIGINAL DOCUMENT**.
 - o If submitting more than one application, applicants **MUST** clearly and distinctly mark each application as separate applications such as Application 1, Application 2.
 - o Multiple applications should be submitted in separate shipping containers.

5.1.2 An applicant can submit additional applications for separate and distinct initiatives.**Additional Detail Added. – Amendment 001**

- 5.1.3 In order to be considered by the evaluators, the applications must abide by the following guidelines:
- a. Application **narrative** must not be more than **10** pages in total (**plus all mandatory forms**);
 - b. Application must be typed;
 - c. Application must be double spaced;
 - d. Application must have 1" margins;
 - e. Application must be typed in a 12-point font;
 - f. Application must include page numbers;
 - g. Application must not have tabs or dividers;
 - h. Application must 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 applicant's application.
- 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 other employee of the department concerning this procurement during the competitive procurement and evaluation process.
- **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.

- The applicants and their agents shall not contact any state 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. An attempt will be made to distribute the funding among the six (6) Probation and Parole field regions proportionately, based on offender population, and capped at no more than \$100,000 per agreement.

5.4 **Award**

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

EXHIBIT A

PERSONNEL EXPERTISE SUMMARY

THE USE OF THIS FORM IS MANDATORY

Personnel	Summarize Background/Expertise of Personnel
-----------	---

1. _____
(Name)

(Title)

2. _____
(Name)

(Title)

3. _____
(Name)

(Title)

4. _____
(Name)

(Title)

5. _____
(Name)

(Title)

6. _____
(Name)

(Title)

7. _____
(Name)

(Title)

EXHIBIT C

**THE USE OF THIS FORM IS MANDATORY
COMPLETED FORM MUST BE RETURNED WITH APPLICATION**

Budget Detail Worksheet		
All expenses must be reasonable and necessary.		
A. Personnel		
Name/Position	Calculation of Cost	Cost
	Subtotal	
B. Fringe Benefits		
Name/Position	Calculation of Cost	Cost
	Subtotal	
C. Travel (Maximum rate is state mileage rate \$.50; Conus rate for any other expenses)		
Purpose of Travel (include location and type)	Calculation of Cost	Cost
	Subtotal	
D. Equipment		
Item	Calculation of Cost	Cost
	Subtotal	
E. Supplies		
Item	Calculation of Cost	Cost
	Subtotal	

F. Contracts		
Item	Calculation of Cost	Cost
	Subtotal	
G. Other Costs		
Item	Calculation of Cost	Cost
	Subtotal	
Summary		
A. Personnel		
B. Fringe Benefits		
C. Travel		
D. Equipment		
E. Supplies		
F. Consultants/Contracts		
G. Other		
TOTAL PROJECT COSTS		

By signing below, the bidder 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 bidder further agrees that the language of this RFA shall govern in the event of a conflict of terms with his/her application.

Company Name _____

Authorized Signature _____ Date _____

Printed Name _____

EXHIBIT D

Budget Narrative

THE USE OF THIS FORM IS MANDATORY

Applicant must provide justification and detailed description of all budget items listed in Exhibit C.

NOTE: All expenses must be reasonable and necessary.

A. Personnel

B. Fringe Benefits

C. Travel

D. Equipment

E. Supplies

F. Contracts

G. Other Costs

EXHIBIT E**SUBMISSION IS OPTIONAL****MBE/WBE PARTICIPATION COMMITMENT TABLE**

The applicant must indicate below the percentage of qualified MBE and WBE participation committed to in relation to the total dollar value of the agreement.

If the applicant is a qualified MBE and/or WBE, the applicant must indicate the percentage of the agreement value that the applicant will provide.

Name of MBE	Percentage of Total Award Value	Name of WBE	Percentage of Total Award Value
1.		1.	
2.		2.	
3.		3.	
4.		4.	
5.		5.	
Total MBE:		Total WBE:	

NOTE: In order to be a **qualified** MBE or WBE for purposes of this RFA, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO).

**EXHIBIT F
SUBMISSION IS OPTIONAL**

DOCUMENTATION OF MBE/WBE PARTICIPATION

The applicant must provide a copy of this page to each proposed MBE/WBE. Each MBE/WBE included in this application must complete a copy of this exhibit separately. If the applicant qualifies as a MBE and/or WBE, the applicant must also complete this exhibit. These completed documentation of MBE/WBE participation exhibits must be submitted with the applicant's application.

Indicate appropriate business classification(s): _____ MBE _____ WBE

Name of MBE/WBE firm: _____

Address: _____ Phone #: _____

City/State/Zip: _____ Fax #: _____

Email Address: _____

Describe the products/services you will be providing. (Note: Products/services provided by MBE/WBEs must provide a commercially useful function related to the delivery of the products/services required herein.)

Provide an estimate of the total dollar value and the percentage dollar value in relation to the total dollar value of the agreement of the products/services you are providing for the agreement.

\$ _____ %

Provide or attach an explanation of the assumptions used in the development of the above estimates.

Each MBE/WBE must provide their State of Missouri, Office of Equal Opportunity certification number below. By signing below, the undersigned hereby affirms that he/she or the company that he/she represents meets the definition of a MBE or WBE as defined in RSMo 37.020 and has obtained certification from the State of Missouri, Office of Administration, Office of Equal Opportunity.

Name of MBE/WBE Owner: _____

MBE/WBE Certification Number: _____ FEIN/SSN: _____

Signature of MBE/WBE Owner: _____ Date: _____

Signature of Applicant: _____

EXHIBIT G

MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

Pursuant to 34.074 RSMo, the Department of Corrections has a goal of awarding three (3) percent of all awards for the performance of any job or service to service-disabled veteran businesses (see below for definitions included in 34.074 RSMo) either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing applications, in their entity, are comparable.

Definitions:

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

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

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

If a applicant meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the applicant **must** provide the following with the application in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing applications, in their entirety, are comparable:

a copy of a letter from the Department of Veterans Affairs (VA), or a copy of the applicant's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the applicant was in, stating that the applicant has a service-connected disability rating ranging from 0 to 100% disability; and a completed copy of this exhibit.

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the applicant's discharge paper to this Exhibit.)

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

Service-Disabled Veteran's Name
(Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran Business

EXHIBIT H**REPORTING REQUIREMENTS****SAMPLE DOCUMENT ONLY**

Name of Organization: _____

RFA Award Number: _____

Project Report Period: _____

1. What were your accomplishments within this reporting period?
2. What goals were accomplished, as they relate to your grant application?
3. What problems/barriers did you encounter, if any, within the reporting period that prevented you from reaching your goals or milestones?
4. Is there any assistance that the DOC can provide to address any problems/barriers identified in question #3 above? (Please answer YES or NO only.)
5. Are you on track to fiscally and programmatically complete your program as outlined in your grant application? (Please answer YES or NO. If no, please explain.)
6. What major activities are planned for the current reporting period?
7. Based on your knowledge of the criminal justice field, are there any innovative programs/accomplishments that you would like to share with the DOC?
8. List the types of services offered and the frequency of each service during this reporting period.
9. How many offenders did you serve during this reporting period?
10. If applicable, how many offenders successfully completed services during this reporting period?
11. If applicable, how many offenders did not successful complete services during this reporting period?
12. If applicable, how many offenders were administratively terminated during this reporting period? For example, the offender did not complete the program because he or she moved out of your organization's service area.
13. Please list any additional information you feel is relevant.

The University of Missouri will establish an electronic report for each application awarded. The reporting requirements questions above are samples of information needed for the electronic report.

TERMS AND CONDITIONS – REQUEST FOR APPLICATION

1. TERMINOLOGY/DEFINITIONS

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

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

2. APPLICABLE LAWS AND REGULATIONS

- a. The agreement shall be construed according to the laws of the State of Missouri. The awardee shall comply with all local, state, and federal laws and regulations related to the performance of the agreement to the extent that the same may be applicable.
- b. To the extent that a provision of the agreement 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 agreement shall remain in force between the parties unless terminated by consent of both the awardee and the DOC.
- c. The awardee must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, if required by law or regulations.
- d. The awardee 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 agreement shall be in the Circuit Court of Cole County, Missouri.

- f. The awardee shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/REQUEST FOR APPLICATION DOCUMENT

- a. It shall be the applicant's responsibility to ask questions, request changes or clarification, or otherwise advise the DOC 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 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 DOC, unless the RFA specifically refers the applicant to another contact. Such communication should be received at least ten 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 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 DOC 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 DOC 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 documents are available for viewing and downloading on the department's Website.
- f. The DOC reserves the right to officially amend or cancel a RFA after issuance.

4. PREPARATION OF APPLICATIONS

- a. Applicants must examine the entire RFA carefully. Failure to do so shall be at 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. 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 a RFA, such an applicant may submit an application which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DOC and the applicant, if such applicant is selected for award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFA. Any such applicant needs to include in the application, a complete list of statutory references and citations for each provision of the RFA which is affected by this paragraph.
- e. Applications, including all pricing therein, shall remain valid for 90 days from application opening unless otherwise indicated. If the application is accepted, the entire application, including all prices, shall be firm for the specified agreement period.
- f. 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.

5. SUBMISSION OF APPLICATIONS

- a. Delivered applications must be sealed in an envelope or container, and received in the DOC 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 (1) be submitted by a duly authorized representative of the applicant's organization, (2) contain all information required by the RFA, and (3) be priced as required. Hard copy applications may be mailed to the DOC post office box address. However, it shall be the responsibility of the applicant to ensure their application is in the DOC office (address listed above) 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 (1) the official RFA number and (2) the official opening date and time. Different applications should not be placed in the same envelope, although copies of the same application may be placed in the same envelope.
- c. An application which has been delivered to the DOC office may be modified by signed, written notice which has been received by the DOC 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 DOC office may only be withdrawn by a signed, written notice or facsimile which has been received by the DOC 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, e-mail, or telegraphic requests to withdraw an application shall not be honored.
- e. Applicants delivering a hard copy application to 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 RFA terms and conditions. Failure to do so may result in rejection of the application unless the applicant's full compliance with those documents is indicated elsewhere within the applicant's response.
- f. Faxed applications shall not be accepted. However, faxed and e-mail no-application notifications shall be accepted.

6. APPLICATION OPENING

- a. Application openings are public on the opening date and at the opening time specified on the RFA document. Names, locations, and prices of respondents shall be read at the application opening. The DOC will not provide prices or other application information via the telephone.
- b. Applications which are not received in the DOC 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.

7. PREFERENCES

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

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before award. Upon discovering an apparent clerical error, the buyer 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 a applicant shall be subject to evaluation if deemed by the DOC 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 State of Missouri. However, unless otherwise specified in the RFA, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the applicant whose application (1) complies with all mandatory specifications and requirements of the RFA and (2) is considered an acceptable 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 a RFA, DOC reserves the right, at its sole discretion, to waive that requirement for all applicants and to proceed with the evaluation. In addition, the DOC reserves the right to waive any minor irregularity or technicality found in any individual application.
- f. The DOC reserves the right to reject any and all applications.
- g. When evaluating an application, the DOC reserves the right to consider relevant information and fact, whether gained from an application, from an applicant, from 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.
- i. Any award shall be made by notification from the DOC to the successful applicant. The DOC 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 DOC 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 which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of applications.
- k. The DOC 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 specifically requested in writing.
- l. The DOC 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) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- n. The final determination of application award(s) shall be made by DOC.

9. AWARD/PURCHASE ORDER

- a. By submitting an application, the applicant agrees to use the funds awarded for the equipment, supplies and/or services specified in the RFA, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. The award expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the agreement, whether by modification and/or supplementation, must be accomplished by a formal amendment signed and approved by and between the duly authorized representative of the awardee and the DOC or by a modified purchase order prior to the effective date of such modification. The awardee 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 agreement.

10. INVOICING AND PAYMENT

- a. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- b. The awardee shall not transfer any interest in the agreement, whether by assignment or otherwise, without the prior written consent of the DOC.

11. CONFLICT OF INTEREST

- a. The awardee hereby covenants that at the time of the submission of the application the awardee has no other contractual relationships which would create any actual or perceived conflict of interest. The awardee further agrees that during the term of the agreement neither the awardee nor any of its employees shall acquire any other contractual relationships which create such a conflict.

12. REMEDIES AND RIGHTS

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

13. CANCELLATION OF AGREEMENT

- a. In the event of material breach of the contractual obligations by the awardee, the DOC may cancel the agreement. At its sole discretion, the DOC may give the awardee an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the awardee must provide DOC within 10 working days from notification a written plan detailing how the awardee intends to cure the breach.
- b. If the awardee fails to cure the breach or if circumstances demand immediate action, the DOC will issue a notice of cancellation terminating the agreement immediately.
- c. If the DOC has reasonable cause to believe that the awardee has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the DOC shall declare a breach and cancel the agreement immediately without incurring any penalty.

Additional Sub-Paragraph Added. – Amendment 001

- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

14. BANKRUPTCY OR INSOLVENCY

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

15. INVENTIONS, PATENTS AND COPYRIGHTS

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

16. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the agreement, the awardee and all subawardees 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 awardee or subawardee employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

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

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

17. AMERICANS WITH DISABILITIES ACT

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

18. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not award an application 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 applicant's failure to maintain compliance with chapter 144, RSMo may eliminate their application from consideration for award.

19. TITLES

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

Modified 1/06/09