



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

BAFO REQUEST NO.: 002, REVISION #002
RFP NO.: B2Z05070
TITLE: OFFENDER TELEPHONE SERVICE
ISSUE DATE: 04-06-05

REQ NO.: NR 3002150000041
BUYER: JOHN STOBART
PHONE NO.: (573) 751-3796
E-MAIL: john.stobart@oa.mo.gov

RETURN BAFO RESPONSE NO LATER THAN 04-12-06 AT 5:00 PM CENTRAL TIME

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

RETURN BAFO RESPONSE TO: (U.S. Mail) DPMM or (Courier Service) DPMM
PO BOX 809 301 WEST HIGH STREET, RM 630
JEFFERSON CITY MO 65102-0809 JEFFERSON CITY MO 65101

CONTRACT PERIOD: DATE OF AWARD THROUGH FIVE YEARS

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

VARIOUS CORRECTIONAL INSTITUTIONS
THROUGHOUT THE STATE OF MISSOURI

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

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	
CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN		VENDOR NUMBER (IF KNOWN)
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) (NOTE: LLC IS NOT A VALID TAX FILING TYPE.) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

**OFFENDER TELEPHONE SERVICES
INFORMATION TECHNOLOGY SERVICES DIVISION**

RFP B2Z05070 is hereby amended by BAFO #002, Revision #002 as follows:

The following paragraphs have been revised:

3.1.8;
3.1.10;
3.1.19

The following paragraphs have been added:

1.2.4 a;
3.1.8 c;
3.1.8 d;
3.1.8 e;
3.1.8 f;
3.1.8 g



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

BAFO REQUEST NO.: 002, REVISION #001
RFP NO.: B2Z05070
TITLE: OFFENDER TELEPHONE SERVICE
ISSUE DATE: 04-03-06

REQ NO.: NR 3002150000041
BUYER: JOHN STOBART
PHONE NO.: (573) 751-3796
E-MAIL: john.stobart@oa.mo.gov

RETURN BAFO RESPONSE NO LATER THAN 04-07-06 AT 5:00 PM CENTRAL TIME

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

RETURN BAFO RESPONSE TO: (U.S. Mail) DPMM or (Courier Service) DPMM
PO BOX 809 301 WEST HIGH STREET, RM 630
JEFFERSON CITY MO 65102-0809 JEFFERSON CITY MO 65101

CONTRACT PERIOD: DATE OF AWARD THROUGH FIVE YEARS

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

VARIOUS CORRECTIONAL INSTITUTIONS
THROUGHOUT THE STATE OF MISSOURI

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

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	
CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN		VENDOR NUMBER (IF KNOWN)
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____			
(NOTE: LLC IS NOT A VALID TAX FILING TYPE.)			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

**OFFENDER TELEPHONE SERVICES
INFORMATION TECHNOLOGY SERVICES DIVISION**

RFP B2Z05070 is hereby amended by BAFO #002, Revision #001 as follows:

The following paragraphs have been revised:

3.1.8

4.4.1

Exhibit C-1, 1. u.

The following paragraphs have been added:

1.2.7;

1.2.8;

1.2.9;

3.1.8 a., and subparagraphs 1), 2), and 3);

3.1.8 b;

3.1.9;

3.1.10;

3.1.11;

3.1.12;

3.1.13;

3.1.14;

3.1.15;

3.1.16;

3.1.17;

3.1.18;

3.1.19;

3.1.20;

3.1.21;

Exhibit C-1, 1. X

The following Exhibits have been revised:

Exhibit A;



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

BAFO REQUEST NO.: 002
RFP NO.: B2Z05070
TITLE: OFFENDER TELEPHONE SERVICE
ISSUE DATE: 03-21-06

REQ NO.: NR 3002150000041
BUYER: JOHN STOBART
PHONE NO.: (573) 751-3796
E-MAIL: john.stobart@oa.mo.gov

RETURN BAFO RESPONSE NO LATER THAN 03-28-06 AT 5:00 PM CENTRAL TIME

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

RETURN BAFO RESPONSE TO: (U.S. Mail) DPMM or (Courier Service) DPMM
PO BOX 809 301 WEST HIGH STREET, RM 630
JEFFERSON CITY MO 65102-0809 JEFFERSON CITY MO 65101

CONTRACT PERIOD: DATE OF AWARD THROUGH FIVE YEARS

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

VARIOUS CORRECTIONAL INSTITUTIONS
THROUGHOUT THE STATE OF MISSOURI

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

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	
CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN		VENDOR NUMBER (IF KNOWN)
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____			
(NOTE: LLC IS NOT A VALID TAX FILING TYPE.)			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

**OFFENDER TELEPHONE SERVICES
INFORMATION TECHNOLOGY SERVICES DIVISION**

RFP B2Z05070 is hereby amended by BAFO #002, Revision #001 as follows:

The following paragraphs have been revised:

4.2.1 a;

4.4.1

The following paragraphs have been added:

3.1.8;

4.2.1 b;

Exhibit C-1, l. t;

Exhibit C-1, l. u;

Exhibit C-1, l. v;

Exhibit C-1, l. w

The following Exhibits have been revised: Exhibit A



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

BAFO REQUEST NO.: 001, REVISION #002
RFP NO.: B2Z05070
TITLE: OFFENDER TELEPHONE SERVICE
ISSUE DATE: 02-15-06

REQ NO.: NR 3002150000041
BUYER: JOHN STOBART
PHONE NO.: (573) 751-3796
E-MAIL: john.stobart@oa.mo.gov

RETURN BAFO RESPONSE NO LATER THAN 02-21-06 AT 5:00 PM CENTRAL TIME

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

RETURN BAFO RESPONSE TO: (U.S. Mail) DPMM or (Courier Service) DPMM
PO BOX 809 301 WEST HIGH STREET, RM 630
JEFFERSON CITY MO 65102-0809 JEFFERSON CITY MO 65101

CONTRACT PERIOD REVISED BY BAFO #001, REVISION #002
CONTRACT PERIOD: DATE OF AWARD THROUGH FIVE YEARS

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

VARIOUS CORRECTIONAL INSTITUTIONS
THROUGHOUT THE STATE OF MISSOURI

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

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	
CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN		VENDOR NUMBER (IF KNOWN)
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____			
(NOTE: LLC IS NOT A VALID TAX FILING TYPE.)			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

**OFFENDER TELEPHONE SERVICES
INFORMATION TECHNOLOGY SERVICES DIVISION**

RFP B2Z05070 is hereby amended by BAFO #001, Revision #002 to correct the contract period stated on page one, signature page, to DATE OF AWARD THROUGH FIVE YEARS.



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

BAFO REQUEST NO.: 001, REVISION #001
RFP NO.: B2Z05070
TITLE: OFFENDER TELEPHONE SERVICE
ISSUE DATE: 02-14-06

REQ NO.: NR 3002150000041
BUYER: JOHN STOBART
PHONE NO.: (573) 751-3796
E-MAIL: john.stobart@oa.mo.gov

RETURN BAFO RESPONSE NO LATER THAN 02-21-06 AT 5:00 PM CENTRAL TIME

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

RETURN BAFO RESPONSE TO: (U.S. Mail) DPMM or (Courier Service) DPMM
PO BOX 809 301 WEST HIGH STREET, RM 630
JEFFERSON CITY MO 65102-0809 JEFFERSON CITY MO 65101

CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR

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

VARIOUS CORRECTIONAL INSTITUTIONS
THROUGHOUT THE STATE OF MISSOURI

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

SIGNATURE REQUIRED

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MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	
CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
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VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____			
(NOTE: LLC IS NOT A VALID TAX FILING TYPE.)			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

**OFFENDER TELEPHONE SERVICES
INFORMATION TECHNOLOGY SERVICES DIVISION**

RFP B2Z05070 is hereby amended by BAFO #001, Revision #001 as follows:

The following paragraphs have been revised:

Exhibit A.1, subparagraph a;
Exhibit A.1, subparagraph b;
Exhibit C-1, subparagraph 1 s;
Exhibit C-1, subparagraph 4;

The following paragraphs have been added:

3.1.6;
3.1.7



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

BAFO REQUEST NO.: 001
RFP NO.: B2Z05070
TITLE: OFFENDER TELEPHONE SERVICE
ISSUE DATE: 02-03-06

REQ NO.: NR 3002150000041
BUYER: JOHN STOBART
PHONE NO.: (573) 751-3796
E-MAIL: john.stobart@oa.mo.gov

RETURN BAFO RESPONSE NO LATER THAN 02-14-06 AT 5:00 PM CENTRAL TIME

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

RETURN BAFO RESPONSE TO: (U.S. Mail) DPMM or (Courier Service) DPMM
PO BOX 809 301 WEST HIGH STREET, RM 630
JEFFERSON CITY MO 65102-0809 JEFFERSON CITY MO 65101

CONTRACT PERIOD: DATE OF AWARD THROUGH FIVE YEARS

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

VARIOUS CORRECTIONAL INSTITUTIONS
THROUGHOUT THE STATE OF MISSOURI

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

SIGNATURE REQUIRED

LEGAL NAME OF ENTITY/INDIVIDUAL		
MAILING ADDRESS		
CITY, STATE, ZIP CODE		
CONTACT PERSON		EMAIL ADDRESS
PHONE NUMBER		FAX NUMBER
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN)
VENDOR TYPE (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other		
AUTHORIZED SIGNATURE		DATE
PRINTED NAME		TITLE

**OFFENDER TELEPHONE SERVICES
INFORMATION TECHNOLOGY SERVICES DIVISION**

RFP B2Z05070 is hereby amended by BAFO #001 as follows:

The following paragraphs have been **REVISED**:

Exhibit A.1;
Exhibit A.1, subparagraph a;
Exhibit A.1, subparagraph b;
Exhibit C-1, subparagraph 4.

The following paragraphs have been **ADDED**:

C-1, subparagraph 1 s;
Exhibit C-1, subparagraph 3 c;
Exhibit C-1, subparagraph 5 a.



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

AMENDMENT NO.: 007
RFP NO.: B2Z05070
TITLE: OFFENDER TELEPHONE SERVICES
ISSUE DATE: September 13, 2005

REQ NO.: NR 300 2150000041
BUYER: TED WILSON
PHONE NO.: (573) 751-1692
E-MAIL: ted.wilson@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: SEPTEMBER 23, 2005 AT 2:00 PM CENTRAL TIME

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

RETURN PROPOSAL AND AMENDMENT(S) TO:

(U.S. Mail)

DPMM

PO BOX 809

JEFFERSON CITY MO 65102-0809

or

(Courier Service)

DPMM

301 WEST HIGH STREET, ROOM 630

JEFFERSON CITY MO 65101

CONTRACT PERIOD: DATE OF AWARD THROUGH FIVE YEARS

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

VARIOUS CORRECTIONAL INSTITUTIONS
THROUGHOUT THE STATE OF MISSOURI

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

SIGNATURE REQUIRED

LEGAL NAME OF ENTITY/INDIVIDUAL		
MAILING ADDRESS		
CITY, STATE, ZIP CODE		
CONTACT PERSON		EMAIL ADDRESS
PHONE NUMBER		FAX NUMBER
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN)
VENDOR TYPE (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____		
AUTHORIZED SIGNATURE		DATE
PRINTED NAME		TITLE

TITLE: OFFENDER TELEPHONE SERVICES

CONTRACT PERIOD: DATE OF AWARD THROUGH FIVE YEARS

PROSPECTIVE OFFERORS ARE HEREBY NOTIFIED OF THE FOLLOWING CHANGES:

Offerors are hereby notified of the following revision:

-- Exhibit E, MBE/WBE Participation, has been revised.



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

AMENDMENT NO.: 006
RFP NO.: B2Z05070
TITLE: OFFENDER TELEPHONE SERVICES
ISSUE DATE: September 9, 2005

REQ NO.: NR 300 2150000041
BUYER: TED WILSON
PHONE NO.: (573) 751-1692
E-MAIL: ted.wilson@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: SEPTEMBER 23, 2005 AT 2:00 PM CENTRAL TIME

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

RETURN PROPOSAL AND AMENDMENT(S) TO:

(U.S. Mail)

DPMM

PO BOX 809

JEFFERSON CITY MO 65102-0809

or

(Courier Service)

DPMM

301 WEST HIGH STREET, ROOM 630

JEFFERSON CITY MO 65101

CONTRACT PERIOD: DATE OF AWARD THROUGH FIVE YEARS

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

VARIOUS CORRECTIONAL INSTITUTIONS
THROUGHOUT THE STATE OF MISSOURI

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

SIGNATURE REQUIRED

LEGAL NAME OF ENTITY/INDIVIDUAL		
MAILING ADDRESS		
CITY, STATE, ZIP CODE		
CONTACT PERSON		EMAIL ADDRESS
PHONE NUMBER		FAX NUMBER
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN)
VENDOR TYPE (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____		
AUTHORIZED SIGNATURE		DATE
PRINTED NAME		TITLE

TITLE: OFFENDER TELEPHONE SERVICES

CONTRACT PERIOD: DATE OF AWARD THROUGH FIVE YEARS

PROSPECTIVE OFFERORS ARE HEREBY NOTIFIED OF THE FOLLOWING CHANGES:

PROPOSAL DUE DATE:

As Stated -- Return Proposal No Later Than: SEPTEMBER 16, 2005 AT 2:00 PM CENTRAL TIME
Change To -- Return Proposal No Later Than: SEPTEMBER 23, 2005 AT 2:00 PM CENTRAL TIME

The following **paragraphs** have been **REVISED**: 4.1.1, 4.2.1 and 4.2.6

The following **paragraph** has been **ADDED**: 2.19

The following **section** has been **ADDED**: 5

The following **exhibit** has been **ADDED**: E



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

AMENDMENT NO.: 005
RFP NO.: B2Z05070
TITLE: OFFENDER TELEPHONE SERVICES
ISSUE DATE: September 7, 2005

REQ NO.: NR 300 2150000041
BUYER: TED WILSON
PHONE NO.: (573) 751-1692
E-MAIL: ted.wilson@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: SEPTEMBER 16, 2005 AT 2:00 PM CENTRAL TIME

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

RETURN PROPOSAL AND AMENDMENT(S) TO:

(U.S. Mail)

DPMM

PO BOX 809

JEFFERSON CITY MO 65102-0809

or

(Courier Service)

DPMM

301 WEST HIGH STREET, ROOM 630

JEFFERSON CITY MO 65101

CONTRACT PERIOD: DATE OF AWARD THROUGH FIVE YEARS

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

VARIOUS CORRECTIONAL INSTITUTIONS
THROUGHOUT THE STATE OF MISSOURI

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

SIGNATURE REQUIRED

LEGAL NAME OF ENTITY/INDIVIDUAL		
MAILING ADDRESS		
CITY, STATE, ZIP CODE		
CONTACT PERSON		EMAIL ADDRESS
PHONE NUMBER		FAX NUMBER
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN)
VENDOR TYPE (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____		
AUTHORIZED SIGNATURE		DATE
PRINTED NAME		TITLE

TITLE: OFFENDER TELEPHONE SERVICES

CONTRACT PERIOD: DATE OF AWARD THROUGH FIVE YEARS

PROSPECTIVE OFFERORS ARE HEREBY NOTIFIED OF THE FOLLOWING CHANGES:

PROPOSAL DUE DATE:

As Stated -- Return Proposal No Later Than: SEPTEMBER 9, 2005 AT 2:00 PM CENTRAL TIME

Change To -- Return Proposal No Later Than: SEPTEMBER 16, 2005 AT 2:00 PM CENTRAL TIME



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

AMENDMENT NO.: 004
RFP NO.: B2Z05070
TITLE: OFFENDER TELEPHONE SERVICES
ISSUE DATE: August 22, 2005

REQ NO.: NR 300 2150000041
BUYER: TED WILSON
PHONE NO.: (573) 751-1692
E-MAIL: ted.wilson@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: SEPTEMBER 9, 2005 AT 2:00 PM CENTRAL TIME

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

RETURN PROPOSAL AND AMENDMENT(S) TO:

(U.S. Mail)

DPMM

PO BOX 809

JEFFERSON CITY MO 65102-0809

or

(Courier Service)

DPMM

301 WEST HIGH STREET, ROOM 630

JEFFERSON CITY MO 65101

CONTRACT PERIOD: DATE OF AWARD THROUGH FIVE YEARS

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

VARIOUS CORRECTIONAL INSTITUTIONS
THROUGHOUT THE STATE OF MISSOURI

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

SIGNATURE REQUIRED

LEGAL NAME OF ENTITY/INDIVIDUAL		
MAILING ADDRESS		
CITY, STATE, ZIP CODE		
CONTACT PERSON		EMAIL ADDRESS
PHONE NUMBER		FAX NUMBER
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN)
VENDOR TYPE (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____		
AUTHORIZED SIGNATURE		DATE
PRINTED NAME		TITLE

TITLE: OFFENDER TELEPHONE SERVICES

CONTRACT PERIOD: DATE OF AWARD THROUGH FIVE YEARS

PROSPECTIVE OFFERORS ARE HEREBY NOTIFIED OF THE FOLLOWING CHANGES:

PROPOSAL DUE DATE:

As Stated -- Return Proposal No Later Than: AUGUST 26, 2005 AT 2:00 PM CENTRAL TIME

Change To -- Return Proposal No Later Than: SEPTEMBER 9, 2005 AT 2:00 PM CENTRAL TIME



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

AMENDMENT NO.: 003
RFP NO.: B2Z05070
TITLE: OFFENDER TELEPHONE SERVICES
ISSUE DATE: AUGUST 11, 2005

REQ NO.: NR 300 2150000041
BUYER: TED WILSON
PHONE NO.: (573) 751-1692
E-MAIL: ted.wilson@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: AUGUST 26, 2005 AT 2:00 PM CENTRAL TIME

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

RETURN PROPOSAL AND AMENDMENT(S) TO:

(U.S. Mail)

DPMM

PO BOX 809

JEFFERSON CITY MO 65102-0809

or

(Courier Service)

DPMM

301 WEST HIGH STREET, ROOM 630

JEFFERSON CITY MO 65101

CONTRACT PERIOD: DATE OF AWARD THROUGH FIVE YEARS

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

VARIOUS CORRECTIONAL INSTITUTIONS
THROUGHOUT THE STATE OF MISSOURI

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

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AUTHORIZED SIGNATURE		DATE
PRINTED NAME		TITLE

TITLE: OFFENDER TELEPHONE SERVICES

CONTRACT PERIOD: DATE OF AWARD THROUGH FIVE YEARS

PROSPECTIVE OFFERORS ARE HEREBY NOTIFIED OF THE FOLLOWING CHANGES:

PROPOSAL DUE DATE:

As Stated -- Return Proposal No Later Than: AUGUST 12, 2005 AT 2:00 PM CENTRAL TIME

Change To -- Return Proposal No Later Than: AUGUST 26, 2005 AT 2:00 PM CENTRAL TIME



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

AMENDMENT NO.: 002
RFP NO.: B2Z05070
TITLE: OFFENDER TELEPHONE SERVICES
ISSUE DATE: JULY 21, 2005

REQ NO.: NR 300 2150000041
BUYER: TED WILSON
PHONE NO.: (573) 751-1692
E-MAIL: ted.wilson@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: AUGUST 12, 2005 AT 2:00 PM CENTRAL TIME

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

RETURN PROPOSAL AND AMENDMENT(S) TO:

(U.S. Mail)

DPMM

PO BOX 809

JEFFERSON CITY MO 65102-0809

or

(Courier Service)

DPMM

301 WEST HIGH STREET, ROOM 630

JEFFERSON CITY MO 65101

CONTRACT PERIOD: DATE OF AWARD THROUGH FIVE YEARS

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

VARIOUS CORRECTIONAL INSTITUTIONS
THROUGHOUT THE STATE OF MISSOURI

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

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CITY, STATE, ZIP CODE		
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VENDOR TYPE (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____		
AUTHORIZED SIGNATURE		DATE
PRINTED NAME		TITLE

TITLE: OFFENDER TELEPHONE SERVICES

CONTRACT PERIOD: DATE OF AWARD THROUGH FIVE YEARS

PROSPECTIVE OFFERORS ARE HEREBY NOTIFIED OF THE FOLLOWING CHANGES:

PROPOSAL DUE DATE:

As Stated -- Return Proposal No Later Than: JULY 28, 2005 AT 2:00 PM CENTRAL TIME

Change To -- *Return Proposal No Later Than: AUGUST 12, 2005 AT 2:00 PM CENTRAL TIME*



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

AMENDMENT NO.: 001
RFP NO.: B2Z05070
TITLE: OFFENDER TELEPHONE SERVICES
ISSUE DATE: JULY 8, 2005

REQ NO.: NR 300 2150000041
BUYER: TED WILSON
PHONE NO.: (573) 751-1692
E-MAIL: ted.wilson@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: JULY 28, 2005 AT 2:00 PM CENTRAL TIME

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

RETURN PROPOSAL AND AMENDMENT(S) TO:

(U.S. Mail)

DPMM

PO BOX 809

JEFFERSON CITY MO 65102-0809

or

(Courier Service)

DPMM

301 WEST HIGH STREET, ROOM 630

JEFFERSON CITY MO 65101

CONTRACT PERIOD: DATE OF AWARD THROUGH FIVE YEARS

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

VARIOUS CORRECTIONAL INSTITUTIONS
THROUGHOUT THE STATE OF MISSOURI

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

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AUTHORIZED SIGNATURE		DATE
PRINTED NAME		TITLE

TITLE: OFFENDER TELEPHONE SERVICES

CONTRACT PERIOD: DATE OF AWARD THROUGH FIVE YEARS

PROSPECTIVE OFFERORS ARE HEREBY NOTIFIED OF THE FOLLOWING CHANGES:

PROPOSAL DUE DATE:

As Stated -- Return Proposal No Later Than: JULY 21, 2005 AT 2:00 PM CENTRAL TIME

Change To -- Return Proposal No Later Than: JULY 28, 2005 AT 2:00 PM CENTRAL TIME

The following **paragraphs** have been **REVISED**: 1.2.1 and 3.1.1

The following **paragraph** has been **ADDED** and **REVISED**: 4.2.1 a.

NOTE: Changes made as a result of this amendment have been *italicized and bolded*.



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

RFP NO.: B2Z05070
TITLE: OFFENDER TELEPHONE SERVICES
ISSUE DATE: JUNE 23, 2005

REQ NO.: NR 300 21505000041
BUYER: TED WILSON
PHONE NO.: (573) 751-1692
E-MAIL: ted.wilson@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: JULY 21, 2005 AT 2:00 PM CENTRAL TIME

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

RETURN PROPOSAL TO: (U.S. Mail) DPMM PO BOX 809 JEFFERSON CITY MO 65102-0809 or (Courier Service) DPMM 301 WEST HIGH STREET, RM 630 JEFFERSON CITY MO 65101

CONTRACT PERIOD: DATE OF AWARD THROUGH FIVE YEARS

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

VARIOUS CORRECTIONAL INSTITUTIONS
THROUGHOUT THE STATE OF MISSOURI

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 01/21/05). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

LEGAL NAME OF ENTITY/INDIVIDUAL		
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CITY, STATE, ZIP CODE		
CONTACT PERSON		EMAIL ADDRESS
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PRINTED NAME		TITLE

1. INTRODUCTION

1.1 Purpose:

- 1.1.1 This document constitutes a request for sealed proposals from prospective offerors for the provision of an offender telephone service at the various existing and future correctional institutions operated by the Missouri Department of Corrections (referred to hereinafter as the "agency"), and to provide all operator assisted and automated telephone services to the offenders in accordance with the requirements and provisions stated herein.

1.2 Background Information:

PARAGRAPH REVISED BY AMENDMENT #001

- 1.2.1 The total number of calls and minutes of International calls is unknown. The total number of calls and minutes of local, intralata, interlata, and interstate used during calendar year 2004 by the current Offender Telephone Services contract was as follows:

	<u>Calls</u>	<u>Minutes</u>
<i>Local</i>	<i>165,387</i>	<i>5,758,658</i>
<i>Intralata</i>	<i>1,705,289</i>	<i>35,667,684</i>
<i>Interlata</i>	<i>1,429,198</i>	<i>28,852,067</i>
<i>Interstate</i>	<i>242,319</i>	<i>4,356,588</i>

- 1.2.2 While previous calling information is provided, no guarantee is made by the state on future call volumes or the distribution of those call volumes by call type or location.
- 1.2.3 There are approximately 31,073 offenders in the Department of Corrections institutions related to the contract. This number may fluctuate.
- 1.2.4 Current Offender Telephone Services: The current contract for Offender Payphone Services was established by the Division of Purchasing and Materials Management with MCI. The contract number is: C200061001 and may be viewed or downloaded at Internet address: <http://www.oa.state.mo.us/purch/webimaging/Homepage.htm>.

PARAGRAPH ADDED BY BAFO #002, REVISION #002

- a. The current contract is limited to the Offender Payphone Services only. The network connectivity associated with the Department of Correction's private network for data transmission has been acquired separate from this contract.*

- 1.2.5 The current contractor, MCI, owns all equipment provided and installed by the contractor. The State of Missouri owns the existing cabling.
- 1.2.6 The current estimated number of installed telephones and recording and monitoring workstations are listed in RFP paragraphs 3.1.1.

PARAGRAPH ADDED BY BAFO #002, REVISION #001

- 1.2.7 *The following Department of Corrections facilities currently use the Southwestern Bell frame relay cloud:*

*Eastern Reception & Diagnostic Correctional Center – 2727 Highway K – Bonne Terre, MO
 Boonville Correctional Center & Boonville Treatment – 1216 East Morgan Street – Boonville
 Crossroads Correctional Center – 1115 E Pence – Cameron
 Southeast Correctional Center – 300 Pedro Simmons Drive – Charleston
 Chillicothe Correctional Center – 1500 3rd Street – Chillicothe*

*Western Missouri Correctional Center – 609 E Pence – Cameron
Farmington Correctional Center – 1012 W Columbia Street – Farmington
Ozark Correctional Center – 1192 Honor Camp Lane – Fordland
Fulton Reception & Diagnostic Center – 1393 Route O – Fulton
South Central Correctional Center – 255 W Highway 32 – Licking
Potosi Correctional Center – 11593 State Road O – Potosi
Missouri Eastern Correctional Center – 18701 Old Highway 66 – Pacific
Moberly Correctional Center – 5201 S Morley – Moberly
Northeast Correctional Center – 13608 Pike 46 Airport Road – Bowling Green
Western Reception, Diagnostic & Cor. Center – 3401 Faraon Street – St. Joseph
Women's Reception and Diagnostic Center – 1101 E Hwy 54 – Vandalia*

PARAGRAPH ADDED BY BAFO #002, REVISION #001

1.2.8 *The following Department of Corrections facilities currently use the Sprint frame relay cloud:*

*Maryville Treatment Center – 30227 US Hwy 136 – Maryville, MO
Tipton Correctional Center – 619 N Osage Avenue – Tipton, MO*

PARAGRAPH ADDED BY BAFO #002, REVISION #001

1.2.9 *The following Department of Corrections facilities currently use the point to point circuits to the State Data Center – 301 W High – Jefferson City:*

*Jefferson City Correctional Center – 8200 Fence Line Road – Jefferson City, MO
Algoa Correctional Center – 8501 Fence Line Road – Jefferson City, MO*

1.3 Offeror's Contacts:

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

1.4 Bonding Requirements:

- 1.4.1 Proposal Security Deposit: A proposal security deposit in the amount specified herein must be submitted with offeror's proposal (see Paragraph 4.1.5 for more details).
- 1.4.2 Performance Security Deposit: A performance security deposit in the amount specified herein must be furnished by the awarded contractor(s) within thirty (30) days after contract award (see paragraph 2.8 for more details).

1.5 Tour of Facility:

- 1.5.1 To ensure that the offeror understands the requirements, a tour of any of the facilities listed in RFP paragraph 3.1.1, may be arranged by contacting the Division of Purchasing and Materials Management. At least twenty-four hours notice is required before a site visit. Contractor shall provide the name of the company, names of employees attending, their social security number, and date of birth. A security check will be completed with this information prior to admittance to the facility. Facility staff will accompany the contractors while they are on site. Facility business hours are 7:30 a.m. through 4:00 p.m., Monday through Friday.

1.6 Wage Order Attachments:

- 1.6.1 The offeror is advised that attachments exist to this document which include information critical to the requirements of this RFP. However, due to the size of the electronic files, they are not able to be incorporated into this document but, instead, must be downloaded from the State of Missouri website. Please refer to <http://www.oa.mo.gov/bids/b2z05070.htm>. It shall be the sole responsibility of the offeror to obtain the attachments. The offeror shall not be relieved of any responsibility for performance under the contract due to the failure of the offeror to obtain copies of the attachments.

2. CONTRACTUAL REQUIREMENTS:

2.1 Contract Period:

- 2.1.1 The original contract period shall be date of award through five (5) years. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period.

2.2 Price:

- 2.2.1 All prices shall be as indicated on the Pricing Page. The state shall not pay nor be liable for any costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

2.3 Contractor Liability:

- 2.3.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation 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 contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- 2.3.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- 2.3.3 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

2.4 Force Majeure:

- 2.4.1 The contractor shall not be liable for any excess costs for delayed delivery of goods or services to the State of Missouri, 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.

2.5 Termination:

- 2.5.1 The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least 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 State of Missouri pursuant to the contract prior to the effective date of termination.

2.6 Subcontractors:

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

2.7 Assignment:

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

2.8 Performance Security Deposit:

- 2.8.1 The contractor must furnish a performance security deposit in the form of an original bond issued by a surety company authorized to do business in the State of Missouri (no copy or facsimile is acceptable), check, cash, bank draft, or irrevocable letter of credit to the Office of Administration, Division of Purchasing and Materials Management within thirty (30) days after award of the contract and prior to performance of service under the contract or any installation of equipment. The performance security deposit must be made payable to the State of Missouri in the amount of \$200,000.00. The contract number and contract period must be specified on the performance security deposit. In the event the Division of Purchasing and Materials Management exercises an option to renew the contract for an additional period, the contractor shall maintain the validity and enforcement of the security deposit for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of contract renewal, not to exceed the total contract price for the option period.

2.9 Inventions, Patents, and Copyrights:

- 2.9.1 The contractor shall report to the state promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of the contract of which the contractor has knowledge.
- 2.9.2 The state agrees that the contractor has the right to defend or at its option to settle, and the contractor agrees to defend at its own expense or at its option to settle, any claim, suit or proceeding brought against the state on the issue of infringement of any United States patent or copyright by any product, or any part thereof, supplied by the contractor to the state under this agreement. The contractor agrees to pay, subject to the limitations hereinafter set forth in this paragraph, any final judgment entered against the state on such issue in any suit or proceeding defended by the contractor. The state agrees that the contractor at its sole option shall be relieved of the foregoing obligations unless the state notifies the contractor promptly in writing of any such claim, suit, or proceeding, and at the contractor's expense, gives the contractor proper and full information needed to settle and/or to defend any such claim, suit, or proceeding. If the product, or any part thereof, furnished by the contractor to the state becomes, or in the opinion of the contractor may become, the subject of any claim, suit, or proceeding for infringement of any United States patent or copyright, or in the event of any adjudication that such product or part infringes any

United States patent or copyright, or if the use, lease, or sale of such product or part is enjoined, the contractor may, at its option and its expense: (1) procure for the state the right under such patent or copyright to use, lease, or sell as appropriate such product or part, or (2) replace such product or part with other product or part suitable to the state, or (3) suitably modify such product or part, or (4) discontinue the use of such product or part and refund the aggregated payments and transportation costs paid therefore by the state, less a reasonable sum for use and damage. The contractor shall have no liability for any infringement based upon: (1) the combination of such product or part with any other product or part not furnished to the state by the contractor, or (2) the modification of such product or part unless such modification was made by the contractor, or (3) the use of such product or part in manner for which it was not designed.

- 2.9.3 The contractor shall not be liable for any cost, expense, or compromise, incurred or made by the state in conjunction with any issue of infringement without the contractor's prior written authorization. The foregoing defines the entire warranty by the contractor and the exclusive remedy of the state with respect to any alleged patent infringement by such product or part.

2.10 Insurance:

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

2.11 Coordination:

- 2.11.1 The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

2.12 Property of State:

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

2.13 Transition Requirements:

- 2.13.1 Upon award of the contract, the contractor shall work with the agency and any other organizations designated by the agency to insure an orderly transition of services and responsibilities under the contract and to insure the continuity of those services required by the agency.
- 2.13.2 Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to insure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the state agency, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities:
- 2.13.3 The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the state

agency and/or to the state agency's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the state agency.

- 2.13.4 The contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed one hundred twenty (120) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.
- 2.13.5 The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to insure the completion of such service prior to the expiration of the contract.

2.14 Prevailing Wage Requirements:

- 2.14.1 The contractor shall comply with Section 290.250 RSMo by paying, to all personnel employed for applicable services actually provided under the contract, not less than the prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations, Division of Labor Standards, specified in specified in Annual Wage Order No.11 Dated February 1, 2005 for all counties within the State of Missouri. The prevailing wage rates incorporated as a part of this document by the referenced annual wage order(s) shall remain in effect for the duration of the contract period stated on page 1.
- 2.14.2 For each renewal period, if any, exercised by the Division of Purchasing and Materials Management, the contractor shall comply with Section 290.250 RSMo by paying, to all personnel employed for applicable services actually provided under the contract, not less than the prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations, Division of Labor Standards, specified in the annual wage order referenced in the contract renewal amendment.
- 2.14.3 The contractor shall forfeit to the state agency ten dollars (\$10.00) for each person employed, for each calendar day, or portion thereof, such person is paid less than the prevailing hourly rate of wages for any applicable work done under the contract by the contractor or by any subcontractor under them (Section 290.250 RSMo).
- 2.14.4 In addition to the above, the contractor must comply with all other requirements pertaining to the payment of prevailing wages contained in Section 290.210 through 290.340, RSMo and is advised to review the requirements carefully prior to beginning work. In addition, in the event a period of "excessive unemployment" is identified and announced by the Missouri Department of Labor and Industrial Relations, the contractor must assign personnel to provide services who meet the definition of "Missouri laborers" as defined in Chapter 290.550 RSMo.
- 2.14.5 The above-stated prevailing wage requirements shall also apply to all subcontractors employed by the contractor to perform services under the contract.

2.15 Substitutions:

- 2.15.1 The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Division of Purchasing and Materials Management.

2.16 Contract Extension:

- 2.16.1 In the event of an extended re-procurement effort, the Division of Purchasing and Materials Management reserves the right to extend the contract. If exercised, the extension shall be for a reasonable period of time as mutually agreed to by the state and the contractor at the same terms, conditions, provisions, and pricing in order to complete the procurement process and to transition to the new contract.

2.17 Estimated Quantities:

- 2.17.1 The quantities indicated in this Request for Proposal are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The State of Missouri makes no guarantees about single order quantities or total aggregate order quantities.

2.18 Contract / Entire Agreement:

- 2.18.1 A binding contract shall consist of: (1) the RFP, amendments thereto, (2) the contractor's bid response, (3) clarifications of the bid, if any; and (4) the Division of Purchasing and Materials Management (DPMM)'s acceptance of the bid by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- 2.18.2 The notice of award does not constitute a directive to proceed. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order or notice to proceed.
- 2.18.3 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- 2.18.4 Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, including the state agency, shall be used or construed as an amendment or modification of the contract.
- 2.18.5 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.
- 2.18.6 To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.

PARAGRAPH ADDED BY AMENDMENT #006**2.19 Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Participation:**

- 2.19.1** *The contractor must comply with the MBE/WBE participation levels committed to in the contractor's awarded proposal.*
- 2.19.2** *The contractor shall prepare and submit to the Division of Purchasing and Materials Management periodic reports detailing all payments to MBE/WBEs participating in the contract. The report must include MBE/WBE payments for the reporting period. The report shall be submitted on a monthly basis unless otherwise determined by the Division of Purchasing and Materials Management.*
- 2.19.3** *The Division of Purchasing and Materials Management and the Office of Equal Opportunity will monitor the contractor's compliance in meeting the MBE/WBE participation levels committed to in the contractor's awarded proposal. If the contractor's payments to participating MBE/WBEs are less than the amount committed to in the contract, the state may cancel the contract, suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the MBE/WBE participation commitment less actual payments made by the contractor to MBE/WBEs. If the Division of Purchasing and Materials Management determines that the contractor is in compliance with the MBE/WBE participation commitment, the state will release the retained funds.*
- 2.19.4** *If a participating MBE/WBE fails to retain their certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs to fulfill the MBE/WBE participation requirements committed to in the contractor's awarded proposal. The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new MBE/WBE participants. This approval shall not be arbitrarily withheld. If the contractor cannot obtain a MBE/WBE replacement, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure an MBE/WBE replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the participation of MBE/WBEs and whether the contract will be amended to change the MBE/WBE participation commitment.*

3. TECHNICAL SPECIFICATIONS:**3.1 General:**

- 3.1.1** The contractor(s) shall provide, install and maintain an offender telephone service for agency locations as indicated in below, on an as-needed, if needed basis, in accordance with the provisions and requirements herein. The agency may add or delete telephones at locations indicated below or at additional locations without additional cost to the State agency.

PARAGRAPH REVISED BY AMENDMENT #001

LOCATION	ESTIMATED # OF REQUIRED PHONES	ESTIMATED # OF REQUIRED WORKSTATIONS	ESTIMATED # OF REQUIRED TDD UNITS
Eastern Reception & Diagnostic Correctional Center 2727 Highway K Bonne Terre, Mo.	166 PHONES	1 WORKSTATION	2 TTD UNITS
Boonville Correctional Center & Boonville Treatment Center 1216 East Morgan Street Boonville, Mo.	59 PHONES +12 PHONES IN TENT	1 WORKSTATION	2 TTD UNITS
Crossroads Correctional Center 1115 E. Pence Cameron, Mo.	89 PHONES	1 WORKSTATION	2 TTD UNITS
Southeast Correctional Center 300 Pedro Simmons Drive Charleston, Mo.	87 PHONES	1 WORKSTATION	2 TTD UNITS
Chillicothe Correctional Center	38 PHONES	1 WORKSTATION	2 TTD UNITS

1500 Third Street Chillicothe, Mo.			
Western Missouri Correctional Center 609 E. Pence Cameron, Mo.	96 PHONES	1 WORKSTATION	2 TTD UNITS
Farmington Correctional Center 1012 W. Columbia Street Farmington, Mo.	140 PHONES	1 WORKSTATION	2 TTD UNITS
Ozark Correctional Center 1192 Honor Camp Lane Fordland, Mo.	27 PHONES	1 WORKSTATION	2 TTD UNITS
Fulton Reception & Diagnostic Center 1393 Route O Fulton, Mo.	119 PHONES	1 WORKSTATION	2 TTD UNITS
Algoa Correctional Center 8501 Fence Line Road Jefferson City, Mo.	62 PHONES	1 WORKSTATION	2 TTD UNITS
Jefferson City Correctional Center 8200 Fence Line Road Jefferson City, MO 65101	91 PHONES	1 WORKSTATION	2 TTD UNITS
South Central Correctional Center 255 West Highway 32 Licking, Mo.	78 PHONES	1 WORKSTATION	2 TTD UNITS
Maryville Treatment Center 30227 US Hwy 136 Maryville, Mo.	23 PHONES	1 WORKSTATION	2 TTD UNITS
Potosi Correctional Center and Mineral Area Treatment Center 11593 State Road O Mineral Point, Mo.	49 PHONES	1 WORKSTATION	2 TTD UNITS
Missouri Eastern Correctional Center 18701 Old Highway 66 Pacific, Mo.	52 PHONES	1 WORKSTATION	2 TTD UNITS
Moberly Correctional Center 5201 S. Morely Moberly, Mo.	53 PHONES	1 WORKSTATION	2 TTD UNITS
Northeast Correctional Center 13608 Pike 46 Airport Road Bowling Green, Mo.	106 PHONES	1 WORKSTATION	2 TTD UNITS
Western Reception, Diagnostic & Correctional Center 3401 Faraon Street St. Joseph, Mo.	92 PHONES	1 WORKSTATION	2 TTD UNITS
Tipton Correctional Center 619 N. Osage Avenue Tipton, Mo.	58 PHONES	1 WORKSTATION	2 TTD UNITS
Women's Reception and Diagnostic Center 1101 E. Hwy 54 Vandalia, MO 63382	69 PHONES	1 WORKSTATION	2 TTD UNITS
Central Regional Investigations 117 Commerce Jefferson City, MO 65109		1 WORKSTATION	
Western Regional Investigations 3208 Frederick St. Joseph, MO 64506		1 WORKSTATION	
Eastern Regional Investigations 1012 W. Columbia, Building 41 Farmington, MO 63640		1 WORKSTATION	
TOTAL	1,566 PHONES	23 WORKSTATIONS	40 TTD UNITS

- 3.1.2 The contractor shall furnish, install, and maintain telephones and recording and monitoring workstations on an as needed, if needed basis to the agency in accordance with the provisions and requirements stated herein.
- 3.1.3 The contractor must comply with all applicable law, and Federal Communications Commission and State of Missouri Public Service Commission regulations regarding licensing and certifications and submit documentation of such if requested. Upon contractor providing evidence of the validity of new federal and/or state regulation directly affecting the provisions of the contract, the state shall amend the contract to include such provisions. Regulatory mandates of the contractor may be passed on to the state via contract amendment.

- 3.1.4 Section 191.863 of the Revised Statutes of Missouri (RSMo) requires state agencies to make information technologies accessible to individuals with disabilities. The State of Missouri's Information Technology (IT) Accessibility Standards <http://oit.mo.gov/standards/ITGS0003.pdf> provide direction for complying with RSMo 191.863. All systems/applications developed and/or customized by the contractor shall comply with the applicable accessibility requirements of the Missouri IT Accessibility Standards.
- a. The contractor shall promptly respond to any complaint brought to its attention regarding accessibility of the systems/applications developed and/or customized by the contractor and shall resolve such complaints by bringing the systems/applications into compliance with the applicable Missouri IT Accessibility Standards at no additional cost to the State. The contractor shall indemnify and hold harmless the State of Missouri and any Missouri government entity purchasing the systems/applications developed and/or customized by the contractor from any claim arising out of the contractor's failure to comply with the aforementioned requirements.
- 3.1.5 The contractor may utilize new, refurbished or used equipment, provided the equipment meets and or exceeds the contract equipment requirements.

PARAGRAPH ADDED BY BAFO #001, REVISION #001

- 3.1.6 *The contractor shall furnish, install, and maintain all storage equipment and software as required for CDR and recordings based upon the provisions and requirements state herein.*

PARAGRAPH ADDED BY BAFO #001, REVISION #001

- 3.1.7 *The contractor shall furnish, install, monitor, and maintain all WAN connections and equipment required for their design, based upon the provisions and requirements stated herein.*

PARAGRAPH REVISED BY BAFO #002, REVISION #002

- 3.1.8 *The contractor shall furnish, install, monitor, maintain and incur the expense for the of installation of and the ongoing monthly expense, through the life of the contract for data circuits, separate from the bandwidth provided for the offender phone recording and monitoring system, at each of the institutions (see the list below). The contractor will be allowed to use the existing DOC equipment to terminate the services. If additional equipment is necessary, the contractor shall be responsible for all one time cost associated with the solution. Such equipment shall become the property of the State of Missouri upon delivery. This bandwidth must be the guaranteed access and throughput availability speed of a T1 circuit. This service must connect to the Missouri Department of Corrections equipment located in the State Data Center, 301 West High Street, Jefferson City, MO 65109. DOC's current network includes terminations of a DS3 into the SBC Frame Relay service, and a T1 into the Sprint Frame Relay service into two premise based Cisco 7206s at the State Data Center.*

LOCATION
Eastern Reception & Diagnostic Correctional Center 2727 Highway K Bonne Terre, Mo.
Boonville Correctional Center & Boonville Treatment Center 1216 East Morgan Street Boonville, Mo.
Crossroads Correctional Center 1115 E. Pence Cameron, Mo.
Southeast Correctional Center 300 Pedro Simmons Drive Charleston, Mo.
Chillicothe Correctional Center 1500 Third Street Chillicothe, Mo.
Western Missouri Correctional Center 609 E. Pence

Cameron, Mo.
Farmington Correctional Center 1012 W. Columbia Street Farmington, Mo.
Ozark Correctional Center 1192 Honor Camp Lane Fordland, Mo.
Fulton Reception & Diagnostic Center 1393 Route O Fulton, Mo.
Algoa Correctional Center 8501 Fence Line Road Jefferson City, Mo.
Jefferson City Correctional Center 8200 Fence Line Road Jefferson City, MO 65101
South Central Correctional Center 255 West Highway 32 Licking, Mo.
Maryville Treatment Center 30227 US Hwy 136 Maryville, Mo.
Potosi Correctional Center and Mineral Area Treatment Center 11593 State Road O Mineral Point, Mo.
Missouri Eastern Correctional Center 18701 Old Highway 66 Pacific, Mo.
Moberly Correctional Center 5201 S. Morely Moberly, Mo.
Northeast Correctional Center 13608 Pike 46 Airport Road Bowling Green, Mo.
Western Reception, Diagnostic & Correctional Center 3401 Faraon Street St. Joseph, Mo.
Tipton Correctional Center 619 N. Osage Avenue Tipton, Mo.
Women's Reception and Diagnostic Center 1101 E. Hwy 54 Vandalia, MO 63382

PARAGRAPH ADDED BY BAFO #002, REVISION #001

a. The Department of Corrections currently has the following equipment in the State Data Center:

1) Cisco 7206 Router:

Three T1s:

One to the Jefferson City Probation and Parole Office, 2705 W. Main;

One to DOC Central Office, 2729 Plaza; and

One for CMS that connect to the contractor's pharmacy in Oklahoma.

One DS3 connected to the Southwestern Bell frame relay cloud.

2) Cisco 7206 Router:

One T1 connected to the Sprint frame relay cloud.

Four T1s:

One to Probation and Parole Central Office, 1511 Christy Drive;

One to Missouri Vocational Enterprises, 1663 Industrial Drive;

One to Algoa Correctional Center, 8501 Fence Line Road ;

One to Central Missouri Correctional Center, Hwy 179; and

One 9mb ATM connection to the Metropolitan Area Network (MAN).

3) IBM 2210 Router:

Two T1s: One to Jefferson City Correctional Center, 8200 Fence Line Road;

One to Information Services, 2728 Plaza Drive.

PARAGRAPH ADDED BY BAFO #002, REVISION #001

- b. The correctional facilities have either Cisco 3640 routers with built in CSU/DSUs, or Paradyne 9124 External CSU/CSUs and IBM 2210 routers.*

PARAGRAPH ADDED BY BAFO #002, REVISION #002

- c. The DOC 7206 routers in the State Data Center in Jefferson City have the capacity to install a DS3 card into the router. The Central Processing Unit (CPU) shall be the responsibility of DOC.*

PARAGRAPH ADDED BY BAFO #002, REVISION #002

- d. The contractor shall be responsible for the acquisition and delivery of the DS3 card. Such card will become the property of the State of Missouri upon delivery. The on-going maintenance shall be the responsibility of the DOC.*

PARAGRAPH ADDED BY BAFO #002, REVISION #002

- e. The DOC Cisco 3640s and IBM 2210 located at the institutions have the capacity and DOC will supply the T1 WIC cards for the installation as well as on-going maintenance.*

PARAGRAPH ADDED BY BAFO #002, REVISION #002

- f. The Department of Corrections currently has Cisco 3640s at the following institutions:*
- 1) Jefferson City Correctional Center – Jefferson City*
 - 2) Eastern Regional & Diagnostic Treatment Center – Bonne Terre*
 - 3) Southeast Correctional Center-Charleston*

PARAGRAPH ADDED BY BAFO #002, REVISION #002

- g. The Department of Corrections currently has IBM 2210 routers at all other institutions other than the ones outlined in f. above.*

PARAGRAPH ADDED BY BAFO #002, REVISION #001

- 3.1.9 The contractor may provide such data circuits to the institutions within the same circuits for the Offender Telephone Service. However, traffic must be kept separate.*

PARAGRAPH REVISED BY BAFO #002, REVISION #002

- 3.1.10 The contractor shall provide such data circuits for state data application (no voice or video) usage between the Department of Corrections' facilities and its central office in Jefferson City, MO. Such circuits shall not be required to support multi-protocol label switching (MPLS), but may be provisioned over Frame Relay.*

PARAGRAPH ADDED BY BAFO #002, REVISION #001

- 3.1.11 The contractor shall agree and understand that the State of Missouri currently uses frame relay services from Southwestern Bell and Sprint that terminate on a single pipe from each company. The contractor must terminate T1 services in an aggregated manner in Jefferson City, but shall not be required to terminate such services on the existing service.*

PARAGRAPH ADDED BY BAFO #002, REVISION #001

3.1.12 The contractor shall not acquire any circuits under any existing State of Missouri contract(s).

PARAGRAPH ADDED BY BAFO #002, REVISION #001

3.1.13 The contractor shall understand and agree that the State of Missouri shall not acquire circuits on the contractor's behalf with subsequent charge back of such costs to the contractor.

PARAGRAPH ADDED BY BAFO #002, REVISION #001

3.1.14 The contractor shall provide a minimum DS3 bandwidth from the contractor's network cloud to the termination in the State Data Center.

PARAGRAPH ADDED BY BAFO #002, REVISION #001

3.1.15 The contractor shall not be required to install equipment at the termination point at the State Data Center at 301 West High Street or at the terminations at any Department of corrections Facility. The contractor may terminate in the existing state-owned 7206s and like devices at each of the sites.

PARAGRAPH ADDED BY BAFO #002, REVISION #001

3.1.16 The contractor shall not be required to provide installation and maintenance of routers, firewalls, and maintain all routing tables for the State data network at each facility. The contractor may utilize state equipment that is in place.

PARAGRAPH ADDED BY BAFO #002, REVISION #001

3.1.17 The contractor may provide a demark consisting of a smart jack with an RJ-45 connection equal to the speed of a T-1 to meet the dedicated network requirement for each facility. The smart jack must be the equivalent of a network interface unit to allow the contractor to test to the NIU.

PARAGRAPH ADDED BY BAFO #002, REVISION #001

3.1.18 The contractor shall agree and understand that the State of Missouri will continue to assume the expense of the existing DS3 and T-1 in service today, or whatever the state keeps in place.

PARAGRAPH REVISED BY BAFO #002, REVISION #002

3.1.19 Currently, the facilities outlined in 3.1.1 have a frame relay connection that terminates on premise to the Southwestern Bell and Sprint clouds depending on the service areas or dedicated point to point T1. Sprint and Southwestern Bell then use their clouds/facilities to terminate into the Jefferson City Sprint central office. At that point, there is DS3 from Southwestern Bell and a T-1 from Sprint clouds that terminate at the State Data Center.

PARAGRAPH ADDED BY BAFO #002, REVISION #001

3.1.20 The contractor shall provide bandwidth access and available speed equal to a T-1 to each of the institutions outlined in 3.1.8.

PARAGRAPH ADDED BY BAFO #002, REVISION #001

3.1.21 The contractor's T-1 data circuits shall have the ability to transmit to the State Data Center. Such circuits shall not be required to be a part of a fully meshed network with connectivity to all locations within the cloud.

3.2 Offender Telephone Service Requirements:

- 3.2.1 The contractor shall provide a Basic Offender Telephone Service (OTS) and an Option 1 OTS on an as-needed if-needed basis.

3.3 Basic OTS Requirements:

- 3.3.1 Mandatory Requirements: The contractor shall provide a Basic OTS and as a minimum, include the following features and functionalities:

- a. Capability of denying specified telephone numbers from offender dialing.
- b. A personal identification number (PIN) application.
- c. Capable of collect, station-to-station calling utilizing a PIN.
- d. Operational features and system requirements provided shall be applicable to all calls placed through the system, including local and long distance calling.
- e. One-way, out-going service only.
- f. The ability for collect calls to be processed with an automated attendant.
- g. Prohibits direct-dialed calls of any type, access to "411" information service, access to 800, 900 and 911 type services, and access to multiple long distance carriers via 950, 800 and 10 10-XXX numbers.
- h. Call acceptance by the called party must be accomplished through caller confirmation (positive acceptance).
- i. Provide a pre-recorded announcement identifying that the collect call is coming from a specific offender at a Missouri Correctional Institution before call acceptance. This recording must be heard by the answering party.
- j. The contractor shall provide TDDs that are compatible with the standard telephone devices.
- k. Quick and selective shutdown capability for the following agency locations:
 - At demarcation location - total institution telephones;
 - By central control center - select telephones; and,
 - By select housing units - control center.
- l. Capability of providing dial tone to all offender telephones at the same time and one central office line per offender telephone.
- m. Capability of processing calls on a selective bilingual basis that allows the offender to select the preferred language utilizing a code on the keypad (i.e. "1" for English and "2" Spanish).
- n. Capability of preventing any offender telephone from receiving any incoming calls.
- o. Telephone reception quality equal to the tone quality offered to the general public and meet telecommunication industry standards for service quality. The agency shall have final approval of reception quality.
- p. Capability of taking an individual station out of service without affecting other units.

- q. A fraud prevention feature that will be capable of randomly interjecting pre-recorded announcements to the called party throughout the duration of the conversation indicating the source of the call. The fraud prevention shall not allow the offender to interfere with these announcements.
- r. Capability to perform remote diagnostics to the OTS to determine if a problem is with the telephone unit or with the telephone line.
- s. Capability to attempt to detect access to 3-way and conference calling at any time during the call and immediately following the connection of the call, regardless of where the called party is located (local calls, calls within the Local Access Transport Area {intralata}, calls outside the Local Access Transport Area {interlata} and interstate calls). If detected, the call shall be terminated before connection to the third party, or if during the call, as soon as the transfer or conference is detected.
- t. Hardware that includes the following minimum requirements:
 - Processor with 2.80 GHz;
 - Ram with 512 MB;
 - Hard Drive with 80 GB;
 - Sound Card;
 - CD-RW and;
 - 1.44 floppy drive
- u. Microsoft Office 2000 Software.

3.3.2 Desirable Requirements: The contractor should include the following features and functionalities in the Basic OTS:

- a. Capability of providing Monitoring Reports that produce the following information and the capability of sorting within each category below:
 - Authorized Call Lists by PIN or identifying number
 - Calls by PIN or other identifying number
- b. Capability of providing an offender PIN system that does not require administration by the agency's staff.
- c. Capability of generating a unique PIN for each offender using the offender number, booking number or some number unique to the offender. The PIN should have authentication to identify the offender and his authority to make the call.
- d. Capability of storing the PINs in a database that is accessible to all agency personnel as designed by the agency.
- e. Capability of providing automated allow lists associated with each PIN. The allow lists should store a set quantity of allowed telephone numbers for each offender. The registration process for allow lists should use an automated operator that permits offenders to submit requests for telephone numbers to be added or to be removed from his/her allow list after approval by the agency. The agency's staff will approve the requests based on parameters set by the institution and department. Registration and maintenance of this automated allow list should not require further administration by the agency's staff.
- f. As a minimum, an alert system that will detect and prohibit an attempted call made to a restricted number, an attempted call using a restricted PIN, or an attempted call made from a restricted telephone.

- g. Capability to use portable PINs. Example: The offender may be moved from institution to institution. The offender's information should automatically follow. This information should include all lists and previous calling activity. No administration by the agency's staff should be necessary.
- h. "This call may be recorded", included in the pre-recorded announcement.
- i. Upon request by the agency, provide specific information for tracking offender calling activities and calling patterns by individual telephone numbers, and for billing purposes. The following reports should be available for monitoring and billing purposes:
 - 1) Monitoring reports that can be provided or sorted by any or all of the following criteria:
 - Daily Statistical reports;
 - Institution name;
 - Originating number;
 - Terminating number;
 - Date of Call;
 - Time of day; and
 - Length of call.
 - 2) Billing reports that can be provided or sorted by any or all of the following criteria:
 - Call Detail report;
 - Amount charged per call;
 - Gross revenue;
 - Daily Statistics;
 - Monthly Statistics;
 - Called party/number accepting report;
 - Fraud/velocity report;
 - Separate Institution Totals and Statistics;
 - All Institutions Total and Statistics;
 - Total Calls;
 - Calls by Date;
 - Time of Day, and
 - Length of a Call.
- j. Customized reports.
- k. E-mail capability.
- l. Accessible from TCP/IP connections by multiple operators, simultaneously through a private network for a specified number of users. This should include laptop users.

3.3.3 The contractor should provide all software for any Windows sound capable personal computer or laptop.

3.3.4 The contractor should be able to keep the agency up to date on customer and technical support issues through email notification.

3.3.5 The contractor must subscribe to the Local Exchange Carrier Line Information Data Base screening database. The contractor must query this database for each offender call and process only those calls which do not have Billed Number Screening (BNS).

3.4 Option 1 OTS Requirements:

3.4.1 The contractor shall provide an Option 1 OTS that includes all features and functions required and included in Basic OTS requirements.

3.4.2 The contractor shall provide a debit system in Option 1 OTS for use by the offender. The debit system shall include the following features and functionalities:

- a. An integrated offender debit calling application and platform.
- b. Capability to allow for each offender to be able to establish an account to which they can deposit/purchase funds to place offender pre-paid calls.
- c. Capability to allow for the daily upload of offender debit purchases made through the agency's canteen system via a data file that is processed on a daily basis and the appropriate funds immediately deposited on to the individual offender's account and immediately available for calling use.
- d. Capability to allow for the manual input of funds from the OTS workstation at the facility to a offender's account in the event that a refund or other credit adjustment is necessary and warranted.
- e. Capability to allow for international pre-paid calls. The agency will determine whether or not international calling will be allowed.
- f. Capability of providing the offender their current account balance via any offender telephone within the facility to which they are currently assigned and located.
- g. Capability to allow for current account reconciliation report being generated and printed on demand for each offender from any OTS workstation.
- h. Capability of automatically transferring an offender's debit account and associated available funds, when the offender is transferred from one facility to another.
- i. Capability of providing an email confirmation to a designated agency contact when the daily offender debit canteen purchase/deposits file has been processed and the appropriate funds have successfully been applied to the offender's accounts

3.4.3 The contractor shall provide a subscribed prepay system in Option 1 OTS for use by the offender. The subscribed prepay system shall include the following features and functionalities:

- a. An integrated telephone service subscriber pre-pay application and platform.
- b. Capability for live operator and customer service representatives that can be contacted by the offenders family/friends via a toll free number to assist them in establishing or maintaining their pre-pay accounts.
- c. Capability of supporting all call types (local, intralata, interlata, interstate and international calling).
- d. Capable of providing the capability for a subscriber to still receive and accept a collect call from an offender following the normal call validation and screening processes in the event that their pre-pay account has an insufficient balance and or a pre-pay account has not been established
- e. Capability to allow end users to pay via check, money order, or credit card.
- f. Capability to allow the customer to add funds to their balance at any time
- g. Capability of generating and providing a monthly account statement to each customer listing the following information:
 - The beginning period's account balance

- Each accepted call (date, time, duration and its applicable charge).
 - Each purchase and or credit transaction (Date and amount)
 - Applicable local, city, state and federal taxes assessed.
 - Ending account balance
 - Toll-free number to contact the vendor's customer service center with questions or inquiries.
- h. Capability of informing the called party of their account accumulated 30 day balance prior to acceptance of each call. This balance should be to the next rounded minute.

3.5 Station Equipment Requirements:

- 3.5.1 The contractor shall provide telephone station equipment that is be powered by the telephone line and require no additional power source. The agency will provide a power source at the demarcation location.
- 3.5.2 The contractor shall provide volume control on all offender telephones handsets (i.e. non-TTD and TTD).
- 3.5.3 The contractor shall provide telephone equipment with the following physical and design characteristics:
- a. A chrome plated Dual Tone Multi-Frequency (DTMF) dial that is water, flame and shock resistant;
 - b. Hearing aid compatible and with volume control.
 - c. A steel housing that protects the electronic components of the telephone;
 - d. Paint/finish is mar and scratch resistant;
 - e. Operating ease with concise instructions on the faceplate;
 - f. Industry standard design;
 - g. An armored handset cord that is resistant to stretching and breaking. The cord length should be 32 inches;
 - h. Tamper proof housing;
 - i. Floating case hardened metal plate to prevent side drilling entry;
 - j. Installation reinforced by security studs to prevent easy removal of telephone.

3.6 Calling Protocol Requirements:

- 3.6.1 The contractor shall provide the following protocols in the OTS:
- a. Each call placed shall be identified by the OTS as being a call originating from a correctional institution in 100% of the cases.
 - b. Each call, having been identified as being placed through the OTS, must be delivered to the called party as a collect call, a debit call, or prepay call, depending on the means chosen to make the call.
 - c. The offender's call must be muted during the conversation between the service and the party called, or until the collect call has been accepted.
 - d. If a call is not accepted by the party called, or if no one answers the call, the contractor's service must so inform the offender of the situation and not simply disconnect the call.

- e. In all circumstances, the OTS shall limit the offender to a single call request. The service must always require the offender to disconnect and initiate another call.

3.7 Americans With Disabilities Act (ADA) Requirements:

- 3.7.1 The contractor shall provide accommodations to comply with Americans with Disabilities Act (ADA) requirements. This includes but is not limited to providing telephones that are accessible to persons in wheelchairs and systems that are compatible with Telephone Devices for the Deaf (TDD).

3.8 Monitoring/Recording Requirements:

- 3.8.1 The contractor shall provide the following OTS monitoring and recording capabilities:
 - a. Real time monitoring and recording of all calls from any telephone within the OTS unless there are specific attorney-client restrictions. The OTS must have the ability to exclude those numbers with attorney client privilege.
 - b. Capability of keeping call recordings permanently.
 - c. Capability of storing a minimum six months of call recordings for each facility location.
 - d. Capability of providing the agency to archive call recordings.
 - e. Warning indicator that the OTS is reaching storage capacity for call recordings.
 - f. At a minimum, recording and playback must be able to be done from the investigators' office at each facility. The recording and monitoring medium must be physically located in the area designated by the agency.
 - g. Recording at each institution must be able to be done on at least 20 telephones simultaneously.
 - h. The monitoring and recording of calls shall be selectively programmable by one or all of the following:
 - Housing Unit
 - Start and Stop Time and Date of Call
 - Called Number
 - PIN
 - i. Capability of showing "real time" call activity on a personal computer. This activity must be detailed by date of call, start time of call, stop time of call, originating telephone number and called number.
 - j. Capability of keeping call activity data permanently.
 - k. Capability of archiving call activity data.
 - l. A warning indicator when the system is reaching storage capacity for call activity data.
 - m. Capability of manual set up of the monitoring and recording connection on an as needed basis from the contractor provided PC located in the investigator's office.
 - n. Capability of automatically calling and alerting investigators and offering live monitoring of calls.
 - o. Capability to select a particular telephone for recording or monitoring while a call is in progress.

- p. Expandable and modular in design in the event the state chooses to utilize comprehensive call recording at a later date.
- q. Simultaneous recording and playback of both the transmit and receive sides of conversations. It is mandatory that the playback of any selected channel must be accomplished while continuing to record all input channels.
- r. Provide for continuous on-line diagnostics and continuous supervision, as well as local remote offline system control access for advanced programming and diagnostics. Access to the built-in advanced diagnostics and program control shall be via modem by service center personnel and shall provide failure reports, service history and other diagnostic information.
- s. Capability to re-record the conversations to a cassette re-recorder. This cassette re-recorder must be located with the recording equipment in the areas designated by the agency. The cassette re-recorder shall produce transfer recordings with virtually no loss in quality. The cassette re-recorder shall be capable of placing an audio time and date stamp on the audio cassette. The cassette re-recorder shall have a monitor amplifier and speaker, so that the Investigator may confirm accurate transfers of the re-recorder system.
- t. Time and date entries for each recorded conversation shall be displayed on a per channel basis and all display all conversations in chronological order to facilitate research and playback.
- u. An uninterruptible power supply source for a period of at least ten minutes, in the event of a power failure. This is to ensure there is no loss of recordings or "real time" call data.

3.8.2 The contractor should provide an OTS capable of storing a minimum of one year of call activity data for each location.

3.8.3 The contractor shall locate all equipment that performs monitoring and recording at the correctional institution where the offender call originates and at the regional and investigative workstations.

3.8.4 All call activity data and call recordings shall be the property of the State of Missouri.

3.9 Security Requirements:

3.9.1 The contractor shall provide the agency communications manager a list of contractor personnel that require admittance to the correctional institutions. The list shall be submitted at least twenty-four hours prior to time of required entrance and include the name of the company, names of employees attending, their social security number, and date of birth. A security check will be completed with this information prior to admittance to the facility. Facility staff will accompany the contractors while they are on site. Facility business hours are 7:30 a.m. through 4:00 p.m., Monday through Friday.

3.10 Implementation Plan:

3.10.1 The contractor shall provide the agency communication manager an implementation plan within 30 days after award of the contract. The plan should be coordinated with the current service provider to ensure minimized disruption in service. The contractor shall complete the described work within 120 calendar days after receipt of the agency's written approval of the plan.

3.10.2 As a minimum, the implementation plan shall include the following information:

- The project manager's name and telephone number.

- Installation schedule that identifies major project milestones to include the start and completion date of each milestone and project completion date. The schedule shall include narrative explanations of the scheduled work.

3.10.3 The project schedule should include the following milestones:

- Site inspection
- Site preparation
- Delivery of equipment
- Cabling installation
- Equipment installation
- Software installation
- System Testing
- Conversion
- Customer Training
- Acceptance

3.11 Installation Requirements:

- 3.11.1 The contractor shall perform an onsite inspection of the work area prior to proceeding with work. The contractor shall provide the agency communication manager a site report of the work that will be required and identify any pre-existing damage in the work area.
- 3.11.2 The contractor shall not cut into or through girders, beams, concrete, tile, partitions, ceilings or any other structure at the correctional institution without obtaining prior written approval from the agency's Communication Manager.
- 3.11.3 The contractor shall complete installation of telephones within thirty (30) days after receipt of an agency purchase order.
- 3.11.4 The contractor shall install telephones and telephone equipment in accordance with the manufacturer's installation instructions.
- 3.11.5 The contractor may use existing cable. If cabling is required as part of the installation, then the contractor shall provide all new cable. The contractor shall mark installed cable on both ends. Cable, existing and new, shall meet EIA/TIA standards and comply with the most current NEC requirements for low voltage cable. Within 24 hours after completion of installation, the contractor shall provide the agency communication manager signed certification that all circuits have been tested and all cables, pairs, blocks, frames, and terminals are legibly marked by the contractor.
- 3.11.6 Upon the request of the agency communication manager, the contractor shall provide, at no cost to the agency, joint testing of problem or defective equipment.
- 3.11.7 The contractor shall provide and install adequate surge and lightning protection equipment for all offender telephone equipment.
- 3.11.8 The contractor shall install surface or wall mounted telephones, as designated by the agency communication manager.
- 3.11.9 The contractor shall clean and remove all debris, resulting for the contractors work, at the completion of each workday.
- 3.11.10 The contractor shall restore to original condition State of Missouri property damaged by the contractor.

- 3.11.11 The contractor must install additional telephones at no increase in cost to called parties as required by the state. This must be done at no expense to the state throughout the first four (4) years of the contract period. The contractor shall not be obligated to install new systems within the last twelve months of the contract period.

3.12 Maintenance Requirements:

- 3.12.1 The contractor shall provide all labor, parts, materials, and transportation to maintain the (OTS) in compliance with the equipment manufactures specifications throughout the life of the contract. No charges may be made to the State of Missouri for maintenance of the system.
- 3.12.2 The contractor must provide 24 hour per day, 7 day per week maintenance services, including preventive and remedial maintenance as well as all parts and labor. The contractor should provide additional support services for trouble shooting purposes. For repair service, the contractor must be able to respond by arriving at the site any time during a 24-hour per day basis, 365 days of the year. All repairs or replacements must be started within four (4) hours following notification of a major system failure and the contractor must exhibit to the State of Missouri a best-efforts approach to completion of the repairs or replacement during the first 24 hours following notification by the State of Missouri. The contractor shall understand and agree that a response shall be defined as a qualified technician, certified on the installed equipment, on-site or the problem corrected.

3.13 Training Requirements:

- 3.13.1 Training must be provided to the agency staff at each location where equipment is installed. Additional training must be provided to new staff assigned during the contract period at no cost to the state. Training manuals must be provided to the agency's staff at all training programs and will become the property of state.
- 3.13.2 Information pamphlets must be provided for offenders on the use of the OTS system for all both applications when requested by the agency.

3.14 Fiscal Requirements:

- 3.14.1 The contractor shall maintain an accurate, verifiable recording system and tracking system for substantiating cost recovery payments to the state.
- 3.14.2 The State shall bear no responsibility for fraudulent calls or uncollectible calls. The contractor shall not deduct unbillable or uncollectible calls from billings on which cost recovery payments are paid to the state.
- 3.14.3 The contractor shall make payment to Office of Administration Revolving Administrative Trust fund, on a monthly basis, for the following expenses incurred by the State of Missouri.

- a. Personal Services for twenty-one Department of Corrections employees for system operation.

First year	\$ 800,000
Second year (+ 3% inflation factor)	824,000
Third year (+ 3% inflation factor)	848,720
Fourth year (+ 3% inflation factor)	874,181
Fifth year (+ 3% inflation factor)	900,406
Total Personal Services	\$4,247,307

- b. Total expenses to be amortized over the life of the contract (5 years) \$4,247,307 The contractor shall be responsible for continuation of monthly payments, so long as the contract is in effect, during the contract period.

- 3.14.4 The contractor shall mail monthly payments to: Office of Administration

Information Technology Services Division
Attn: Roger Bisges
Truman State Office Building, Room 280
301 West High Street
Jefferson City, MO 65101

3.14.5 The state may elect at some future date to change the structure of the remittance. On such occurrence, the contractor shall be responsible for implementing a remittance structure designed by the state which would allow the reduction or increase to some portion of the call cost to the called party.

3.14.6 The contractor shall provide a Call Detail Report to the address listed in paragraph 3.14.4 above not later than the 10th calendar day of each month. This report must detail each call during the reporting period (monthly).

- Institution name
- Originating number
- Terminating number
- Time of day of the call
- Length of the call
- Amount charged for the call
- Gross revenue

3.14.7 In the event the contractor desires to increase/decrease billing charges for regulated taxes, fees, surcharges, other than those authorized at time of award, the contractor should notify Office of Administration - Information Technology Services Division (OA/ITSD) within thirty (30) days after the contractor is notified of the requirement of the change. The contractor's notifications to OA/ITSD should include a copy of the contractor's authority to charge any additional taxes, fees, surcharges, etc.

3.15 Other Requirements:

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

3.15.2 The contractor shall remove all contractor owned equipment at the conclusion of the contract in a manner that will allow the reuse of the wire distribution.

3.15.3 All OTS wiring distribution shall become the property of the state at the conclusion of the contract.

4. OFFEROR'S INSTRUCTIONS AND REQUIREMENTS

4.1 Preparation and Submission of Proposals:

PARAGRAPH REVISED BY AMENDMENT #006

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

Signed RFP and RFP Amendment Cover Pages
Proposal Security Deposit
Table of Contents
Transmittal Letter/Executive Summary
Exhibit A - Cost (Pricing Pages)
Exhibit B - Experience
Exhibit C - Proposed Method of Performance
Exhibit D - Other Requested Information

Exhibit E - MBE/WBE Participation

- 4.1.2 **Conciseness/Completeness of Proposal:** It is highly desirable that the offeror respond in a complete, but concise manner. It is the offeror's sole responsibility to submit information in their proposals as it relates to the evaluation categories. The State of Missouri is under no obligation to solicit such information if it is not included in the offeror's response. The offeror's failure to submit such information may cause an adverse impact on the evaluation of their proposal. Unnecessary information should be excluded from the offeror's proposal.
- 4.1.3 **Copies:** The offeror's proposal should include an original document, plus five (5) copies for a total of six (6) documents. In addition, the offeror should provide one (1) copy of their entire proposal, including all attachments, in Microsoft compatible format. Both the original and the copies should be printed on recycled paper and double sided.
- 4.1.4 **Imaging Ready:** All proposals are scanned into the Division of Purchasing and Materials Management imaging system after award of the RFP. In preparing their proposal, offerors should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposals. Glue bound materials should not be used.
- 4.1.5 **Proposal Security Deposit:** The offeror must furnish a proposal security deposit in the form of an original bond (copies or facsimiles shall not be acceptable), check, cash, bank draft, or irrevocable letter of credit to the Office of Administration, Division of Purchasing and Materials Management before the time set to open the proposals. The proposal security deposit must be made payable to the State of Missouri in the amount of \$1,000.00. The Request for Proposal number must be specified on the proposal security deposit. Any proposal security deposit submitted shall remain in force until such time as the contractor submits a performance security deposit. Failure to submit a performance security deposit in the time specified or failure to accept award of the contract shall be deemed sufficient cause to forfeit the proposal security deposit.
- 4.1.6 **Attachments:** The offeror is advised that attachments exist to this document which provide additional information and instruction for the offeror's reference. In the event this document was downloaded from the Division of Purchasing and Materials Management's Internet web site, the offeror must contact the buyer of record as indicated on the front page of this document to obtain copies of the attachments prior to submitting a proposal. It shall be the sole responsibility of the offeror to request the attachments. The offeror shall not be relieved of any responsibility for performance under the contract due to the failure of the offeror to obtain copies of the attachments.
- a. **Annual Wage Orders:** The offeror is advised that prior to submitting a proposal, the offeror must review the annual wage order for each county proposed. The wage order(s) is available as an additional electronic link on the web page where the downloadable Request for Proposal is listed.
- 4.1.7 **Open Records:** The offeror's proposal shall be considered open record upon award of the RFP pursuant to Section RSMo 610.021 (State of Missouri Revised Statutes). The offeror shall not submit their entire proposal as proprietary or confidential. Also, the offeror shall not submit any part of their proposal as confidential unless the proprietary or confidential nature of the material is provided for in the above reference statute. Proprietary or confidential portions of the offeror's proposal allowed by the statute shall be separated, sealed and clearly marked as confidential within the offeror's proposal. Also, the offeror shall provide adequate explanation of what qualifies the material as being held confidential under the provisions of the statute.
- 4.1.8 **Compliance with RFP Requirements and Terms and Conditions:**
- a. The offeror's response shall not take exception to or conflict with the mandatory requirements of the RFP (denoted by the words "must" and "shall") including the RFP terms and conditions. The State of Missouri shall not award a noncompliant proposal.

- b. The offeror is further cautioned that when submitting pre-printed terms and conditions regarding proprietary information, copyright, usage restrictions, license agreements, etc., such terms and conditions usually include terms and conditions which conflict with the RFP, including the RFP terms and conditions. In such case, it is the responsibility of the offeror to reconcile such conflicting terms and conditions.

- 1) If submitting preprinted terms and conditions, such pre-printed terms and conditions documents should be submitted in response to Exhibit D-4. **The offeror shall be required to do one of the following if pre-printed terms and conditions are submitted: (1) The offeror must clearly state on the first page of each of their pre-printed terms and conditions documents the following, "In the event of conflict between any of the ("name of offeror's company") terms and conditions and those contained in the RFP B2Z05070, the RFP shall govern" or (2) Sign Exhibit D-4 entitled "Addendum to the Offeror's Pre-Printed Terms and Conditions Documents".** Failing to place this statement on the offeror's pre-printed terms and conditions documents or not signing Exhibit D-4 and/or taking exception to the State's terms and conditions may render an offeror's proposal non-responsive and remove it from consideration for award.

4.1.10 Business Compliance: The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) that he/she and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The bidder shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but may not be limited to:

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

4.1.11 Tariffs: While the state does not preclude the offeror from basing the proposal on existing tariff(s) or from satisfying other state and/or federal obligations by filing a tariff as a result of the contract award. Offerors are hereby advised that such tariff(s) shall not govern the subsequent contract and the state will not include such tariff(s) in the award of the subsequent contract. The offeror is therefore advised not to include an existing tariff with the offeror's response to the RFP. In the event that the offeror includes a tariff with their response, the offeror shall reconcile any conflicting tariff requirements, terms and conditions and bring the tariff language into compliance with the RFP requirements.

4.2 Proposal Evaluation and Award:

PARAGRAPH REVISED BY AMENDMENT #006

4.2.1 Evaluative Criteria: After determining that a proposal satisfies the mandatory requirements, the evaluator(s) shall use both objective and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

<i>Call Expense to Called Party</i>	55%
Experience	20%
Proposed Method of Performance	20%
<i>MBE/WBE Participation</i>	5%

PARAGRAPH REVISED BY BAFO #002

- a. The cost evaluation for Basic will be based on 70% of the estimated numbers of calls and minutes stated in paragraph 1.2.1.

PARAGRAPH ADDED BY BAFO #002

- b. The cost evaluation for Basic with Option One will be based on the following percentages of the estimated numbers of calls and minutes stated in paragraph 1.2.1:

- 1) Option One-Debit calls- 15%
- 2) Option One-Prepaid calls- 15%

NOTE: The above are estimates only. The State of Missouri will not guarantee any quantity of calls or minutes.

4.2.2 After an initial screening process, a question and answer conference may be conducted with the offeror, if deemed necessary. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's own expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.

4.2.3 The offeror may be required to provide a demonstration of his/her OTS capabilities at a site he/she deems appropriate and that is reasonably accessible to the evaluators. The demonstration should be constructed to both clarify and verify the offeror's response. Travel expenses incurred by evaluation team members will be the responsibility of the State of Missouri.

a.

4.2.4 The offeror may submit preprinted marketing materials with the proposal. However, the offeror is advised that such brochures normally do not address the needs of the evaluators with respect to the technical evaluation process and the specific responses which have been requested of the offeror. The offeror is strongly discouraged from relying on such materials in presenting products and services for consideration by the state.

4.2.5 The offeror should present a detailed description of all products and services proposed in the response to this Request for Proposal. It is the offeror's responsibility to make sure all products proposed are adequately described. It should not be assumed that the evaluator has specific knowledge of the products proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.

PARAGRAPH REVISED BY AMENDMENT #006

4.2.6 Subjective Evaluation:

- a. The evaluation of the offeror's experience as well as their proposed method of performance shall be subjective based on fact. Information provided by the offeror in response to the exhibits of this RFP, as well as information gained from any other source during the evaluation process and the proposed cost of International calls, will be used in the subjective evaluation.
- b. *The offeror's proposed MBE/WBE participation will be considered subjectively in the evaluation process.*
 - 1) *The offeror should carefully review the "Offeror Targets for Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) Participation" section of the RFP and complete the Participation Commitment and Documentation of MBE/WBE Participation Exhibits contained herein.*

- 2) *The offeror should provide a description of the expertise and past performance history of the MBE/WBE firms proposed to provide services and/or products related to the requirements of this RFP.*
- 3) *An offeror's failure to provide any commercially useful MBE/WBE participation shall result in a score of 0 in this evaluation category. Offerors meeting or exceeding the 10% MBE and 5% WBE participation targets in accordance with the provisions outlined in the RFP shall receive the maximum points in this category. Lesser participation commitments shall receive a prorated share of the maximum points.*

4.2.7 Contract Award: The contract will be awarded on an all or none basis.

4.3 Competitive Negotiation of Proposals:

4.3.1 The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- a. Negotiations may be conducted in person, in writing, or by telephone.
- b. Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
- c. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- d. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.
- e. **NOTE:** The State intends to award a contract from this RFP without entering into competitive negotiations. Therefore offerors original submission should be submitted under the assumption that no competitive negotiations will be conducted. Consequentially, the offeror is strongly encouraged to resolve any potential compliance issues with the buyer prior to submitting their proposal.

4.3.2 After an initial screening process, a question and answer conference may be conducted with the offeror, if deemed necessary. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's own expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.

4.4 Offerors Response to Evaluative Criteria

PARAGRAPH REVISED BY BAFO #002, REVISION #001

4.4.1 Cost: The offeror must respond to Exhibit A with firm, fixed pricing for all applicable costs necessary to satisfy the requirements of the RFP. The price for basic ots stated shall be the contractor's charge per minute and set-up charge for collect calls, and shall be exclusive of any and all local, state and federal taxes/fees (***I.E, LOCAL, STATE AND FEDERAL TAXES/FEES MAY BE PASSED ON TO THE CUSTOMER IN ADDITION TO THE OFFEROR'S PER MINUTE PRICES AND SET-UP CHARGE***). Basic with option one debit calls shall be inclusive of any and all local, state, and federal taxes and/or fees (***I.E, LOCAL, STATE, AND FEDERAL TAXES/FEES SHALL NOT BE ADDED TO***

THE FIRM, FIXED POSTALIZED PRICE PER MINUTE PAID FOR BY THE OFFENDER). *Basic with option one pre-paid calls shall be exclusive of any and all local, state, and federal taxes and/or fees (I.E, LOCAL, STATE AND FEDERAL TAXES/FEES MAY BE PASSED ON TO THE CUSTOMER IN ADDITION TO THE OFFEROR'S FIRM, FIXED POSTALIZED PRICE PER MINUTE).* All other applicable costs and expenses necessary to satisfy the requirements of the RFP, including furnishing, installing, providing any necessary hardware, monitoring, maintaining and incurring the expense for the of installation of, and the ongoing monthly expense, through the life of the contract, for data circuits, separate from the bandwidth provided for the offender phone recording and monitoring system, at each of the institutions referenced in paragraph 3.1.8 must be included in the stated price. All prices quoted shall be firm, fixed for duration of the contract. The offeror shall provide the lowest firm fixed prices available to the called parties. Commissions from the call charges shall not be applicable nor shall any commission-like payments be made by the contractor to the State of Missouri or any other entity or party. In lieu of commission-like revenue received by the State of Missouri, the offeror should propose contract costs that take commissions otherwise paid and offset the contract costs to the called party. Unless stated herein, the state shall assume that absolutely no other costs, charges, or fees will be assessed to the state, the offender or the called party whatsoever, and that no other costs exist to satisfy the RFP's requirements. Therefore, the successful offeror shall be responsible for any additional costs.

- 4.4.2 Experience: The offeror should provide information relative to the offeror's proposed experience, especially information as it relates to the requirements of this RFP. It is highly desirable that the offeror respond to the information requested in Exhibit B for purposes of evaluating the offeror's experience.
- 4.4.3 Proposed Method of Performance: The offeror should provide information relative to the offeror's proposed method of performance, especially information as it relates to the requirements of this RFP. It is highly desirable that the offeror respond to the information requested in Exhibit C for purposes of evaluating the offeror's proposed method of performance.

4.5 Other Requested Information:

- 4.5.1 The offeror should respond to the information requested in Exhibit D - Other Information

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

SECTION ADDED BY AMENDMENT #006

5. OFFEROR TARGETS FOR MINORITY BUSINESS ENTERPRISE (MBE) AND WOMEN BUSINESS ENTERPRISE (WBE) PARTICIPATION

----- Read All Of This Part Of The RFP and Complete All Related Exhibits -----

5.1 Participation:

- 5.1.1 *In order for the Division of Purchasing and Materials Management to meet the provisions of Executive Order 05-30, it is desired the offeror secure participation of certified MBEs and WBEs in providing the products/services required in this RFP. The targets of participation recommended by the state are 10% MBE and 5% WBE of the total dollar value of the contract. These targets can be met by a qualified MBE/WBE offeror themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation. 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 targets, the MBE/WBEs must be qualified at the time the proposal is submitted.*

5.2 Definition -- Qualified MBE/WBE

5.2.1 *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 as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C. In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Supplier and Workforce Diversity (OSWD).*

5.3 *Offerors Qualifying as MBE/WBE:*

5.3.1 *MBE/WBEs submitting proposals can meet the MBE or WBE participation targets 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 contract that will be performed by businesses which do not qualify as MBEs or WBEs will not be considered as MBE/WBE participation.*

5.4 *Potential MBE/WBE Subcontracting and Other Participation Opportunities:*

5.4.1 *This information is intended to suggest potential opportunities for participation of MBEs and WBEs in providing the products and services required in the RFP. Offerors can meet the participation targets through the use of subcontractors, 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 offeror to utilize the participation in the manner identified.*

- *Installation of systems, components*
- *Maintenance*
- *System Diagnostics*

5.5 *Resources:*

5.5.1 *A listing of several resources that are available to assist offerors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at <http://www.oa.mo.gov/oao/Supplier Diversity Program.html> or by contacting the Supplier Diversity Program at:*

*Office of Administration
Office of Supplier and Workforce Diversity
Harry S Truman Bldg., Room 630
P.O. Box 809
Jefferson City, MO 65102
Phone: (877) 259-2963 or (573) 751-8130
Fax: (573) 522-8078*

5.6 *Participation Commitment:*

5.6.1 *To identify each proposed MBE and WBE, the offeror should complete the Participation Commitment exhibit which is located in the Exhibit section of this RFP.*

5.7 *Documentation of MBE/WBE Participation:*

5.7.1 *The offeror should 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 RFP. Each completed Documentation of MBE/WBE Participation exhibit should be submitted by the offeror with the proposal. The percentage level of MBE/WBE participation committed to by the*

offeror in the Participation Commitment exhibit and verified in the Documentation of MBE/WBE Participation exhibit, shall be interpreted as a contractual requirement.

5.8 *Evaluation of the Proposal:*

- 5.8.1 *The participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the subjective evaluation as documented in the evaluation process.***

**EXHIBIT A
COST (PRICING SECTION)**

EXHIBIT REVISED BY BAFO #002, REVISION #001

A.1 REQUIRED PRICING: The offeror must state below the firm, fixed price for performing OTS services in accordance with the provisions and requirements stated herein, including furnishing, installing, providing any necessary hardware, monitoring, maintaining and incurring the expense for the of installation of and the ongoing monthly expense, through the life of the contract, for data circuits, separate from the bandwidth provided for the offender phone recording and monitoring system, at each of the institutions referenced in paragraph 3.1.8. All costs associated with providing the required services, including all travel and expenses to be incurred by contractor staff, must be included. The offeror must propose all items (001 through 010). Prices shall not include commissions to be paid to the State of Missouri (see RFP paragraph 4.4.1).

PARAGRAPH REVISED BY BAFO #002, REVISION #001

- a. Basic OTS: Collect Calls:** shall be defined as where the outside party is requested to pay for the calls where the cost would be billed through a monthly invoice to the called party. Such prices shall be exclusive of taxes. The offeror must propose all items (001 through 008). The offeror must state the firm, fixed rates per minute and shall include all set up fees for all offender calls for the following service, exclusive of any and all local, state, and federal fees/taxes (***I.E, LOCAL, STATE AND FEDERAL TAXES/FEES MAY BE PASSED ON TO THE CUSTOMER IN ADDITION TO THE OFFEROR'S PER MINUTE PRICES AND SET-UP CHARGE***).

ITEM NO.	Description	Unit of Measure	Firm Fixed Price
001	Local Call	Minute	\$
002	Set-up Charge for Local Call	Call	\$
003	Intralata Call	Minute	\$
004	Set-up Charge for Intralata Call	Call	\$
005	Interlata Call	Minute	\$
006	Set-up Charge for Interlata Call	Call	\$
007	Interstate Call	Minute	\$
008	Set-up Charge for Interstate Call	Call	\$

PARAGRAPH REVISED BY BAFO #002, REVISION #001

- b. Basic OTS with option 1 features and functions for debit calls** where the offender will deposit money within the state run commissary. Price must be inclusive of taxes. The offeror must propose item 009. The offeror must state a firm, fixed all inclusive postalized price per minute, which must include any and all regulatory fees/surcharges, set up fees, and any and all taxes, etc (***I.E, LOCAL, STATE, AND FEDERAL TAXES/FEES SHALL NOT BE ADDED TO THE FIRM, FIXED POSTALIZED PRICE PER MINUTE PAID FOR BY THE OFFENDER***).

ITEM NO.	Description	Unit of Measure	Firm Fixed Postalized Price
009	Postalized Debit Call	Per Minute	\$

PARAGRAPH REVISED BY BAFO #002, REVISION #001

- c. Basic OTS with option 1 features and functions for pre-paid calls**, where the called party deposits money within the offeror's operated account. Price must be exclusive of taxes. The offeror must propose item 010. The offeror must state a firm, fixed all inclusive postalized price per minute, which shall be exclusive of any and all regulatory fees/surcharges, set up fees, and any and all taxes, etc: (***I.E, LOCAL, STATE AND FEDERAL TAXES/FEES MAY BE PASSED ON TO THE CUSTOMER IN ADDITION TO THE OFFEROR'S FIRM, FIXED POSTALIZED PRICE PER MINUTE***).

<i>ITEM NO.</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Firm Fixed Postalized Price</i>
<i>010</i>	<i>Postalized Pre-paid Call</i>	<i>Per Minute</i>	<i>\$</i>

- d. **International Calls:** The offeror must propose rates for International calls. The offeror shall attach their proposed international callings rates. Prices for International calls will be subjectively evaluated within the area of Proposed Method of Performance.

a.

EXHIBIT B
EXPERIENCE

B.1 The evaluation of the offeror's proposed Experience shall be subjective based on the requirements stated herein. Therefore, the offeror should present information which documents all proposed Experience. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

1. The offeror should fully describe any prior experience in providing, installing, and maintaining pay telephones and in providing operator assisted telephone services in a correctional institution setting. Such information should include dates and locations of performance, a brief description of the specific equipment and services provided, and the name, address and telephone number of the contracting agency and a contact person who may be contacted for verification of all data submitted.
2. Offeror's References: The offeror should provide a list of at least three (3) current customers who have acquired and installed the proposed item/service from the offeror. The list should include the following:

- Company name
- Contact name
- Contact's title
- City and state
- Telephone number and area code
- Description of items/services
- Availability status if contact is requested by the evaluation team

B.2 ADDITIONAL INFORMATION

The offeror should provide any additional relevant information to assist in the evaluation of the offeror's proposed Experience.

EXHIBIT C
PROPOSED METHOD OF PERFORMANCE

C-1 The evaluation of the offeror's proposed Method of Performance shall be subjective based on the requirements stated herein. Therefore, the offeror should present information which documents all proposed Method of Performance. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

1. System Requirements: The offeror should describe all equipment and services proposed to meet the provisions and requirements of the System Requirements section. The offeror should specifically describe the following items:
 - a. A detailed description of the manner in which the offeror proposes to achieve each of the features and functions required for each of the two OTS applications, specifically, Basic OTS and Basic OTS with Option 1.
 - b. The ability to provide customized reports, and state the amount of time necessary to develop and deliver such reports.
 - c. Provide a complete, detailed description of equipment proposed, including brochures with technical specifications.
 - d. The equipment brand, model, manufacturer, and FCC registration number (if applicable).
 - e. The fraud prevention features provided with the OTS.
 - f. How remote diagnostics will be performed to determine if a problem is with a telephone unit or telephone line.
 - g. System's ability to detect the called party's attempt to access 3-way and conference calling at any time during the call and immediately following the connection of the call and must describe how such calls will be terminated.
 - h. How call acceptance occurs including how the pre-recorded messages are presented.
 - i. How the OTS will work with the local telephone company to insure that no incoming calls will be received.
 - j. How international calls shall be provided.
 - k. How the offeror proposes to meet the Station Equipment, Calling Protocols, Americans with Disabilities Act, Monitoring and Recording provisions and requirements to included where the monitoring and recording system is proposed to be located, how to access it, a material list, the actual size of the equipment, function descriptions and drawings of the proposed configurations.
 - l. The proposed number of phones on which recording may be accomplished simultaneously.
 - m. How call recordings and call activity is proposed to be collected, stored, and archived.
 - n. All services, personnel, and proposed methodology to meet the Installation Team provisions and requirements stated herein.
 - o. All equipment, services, personnel, and proposed methodology to meet the Initial and Ongoing Installations provisions and requirements to include the proposed state's responsibilities, if any, and the contractor's responsibilities pertaining to installation of the proposed equipment.

- p. The proposed equipment, services, personnel, and methodology to meet the Training provisions and requirements, to include all equipment, services.
- q. The proposed equipment, services, personnel, and proposed methodology to meet the Contractor Maintenance provisions and requirements. If maintenance is not provided by the offeror's organization, the offeror must identify the proposed service organization.
- r. Any built-in diagnostic maintenance and/or diagnostic routines in the proposed equipment.

PARAGRAPH ADDED BY BAFO #001, REVISION #001:

- s. *The offeror should describe the WAN connection, and equipment provided in each location, including storage for CDR and recordings. The offeror should describe the process by which the contractor will upgrade the WAN in the event the state is not satisfied with performance of the WAN.*

PARAGRAPH ADDED BY BAFO #002

- t. *The offeror should describe the data circuits that shall be provided, separate from the bandwidth provided for the offender phone recording and monitoring system at each of the institutions (see paragraph 3.1.8).*

PARAGRAPH REVISED BY BAFO #002, REVISION #001

- u. *The offeror should describe how the data circuits that are outside of the offender phone system will utilize the Southwestern Bell and Sprint Frame Relay services or offeror provided solution, including how the service will be connected back to the State Data Center in Jefferson City.*

PARAGRAPH ADDED BY BAFO #002

- v. *The offeror should describe in detail how trouble reports and escalation of the data circuits issues for services outside of the offender phone system will be handled by the offeror and the state of Missouri.*

PARAGRAPH ADDED BY BAFO #002

- w. *The offeror should describe any statistical or traffic reports available for the data circuits that are outside of the offender phone system.*

PARAGRAPH ADDED BY BAFO #002, REVISION #001

- x. *If the offeror proposes to provide additional bandwidth within circuits provided for other required services, the offeror should clearly describe the manner in which such traffic shall be kept separate. The offeror should include a diagram showing the network and equipment that the offeror proposes to provide.*
2. The offeror must describe how maintenance shall be provided, including the location of service center(s), the number of technicians at each service location that are trained on the proposed equipment, the procedures for contacting service personnel, etc. to included the guaranteed response time, in hours, for minor outages.
 3. Billing Procedures: The offeror should describe all equipment, services, personnel, and proposed methodology to meet the Billing Procedures provisions and requirements to include;

- a. How calls within the Local Access Transport Area (intralata), calls outside of the Local Access Transport Area (interlata) and interstate calls will be handled and must identify the respective local and long distance carriers.
- b. The billing process for all billed calls and the collection process for the bills for all calls, including uncollectible calls. The offeror should submit examples of the proposed "Call Detail Reports."

PARAGRAPH ADDED BY BAFO #001

- c. *The offeror should state the minimum billing time increment that shall apply.*

PARAGRAPH REVISED BY BAFO #001, REVISION #001

4. *The offeror should state any and all local, state and federal fees/taxes, etc., proposed for Option 1, and state the maximum amounts proposed to charge to the called party. The offeror should cite the authority, to include the paragraph of the authority used to charge any such taxes, fees, and surcharges.*
5. Transition: The offeror should describe the manner in which it will coordinate contract transition activities to minimize downtime during transition from the current to the new contract.

PARAGRAPH ADDED BY BAFO #001:

- a. *The offeror should describe the method by which the offeror will transfer the call recording and other information to the state of Missouri at the termination of the contract. The offeror should describe the method and format for transferring the information, and whether the information is in an open architecture format.*
6. Product Accessibility: The offeror should provide a description of the proposed system/application development and/or customization's conformance with the Missouri IT Accessibility Standards by means of completing either a Voluntary Product Accessibility Template (VPAT) (www.itic.org/policy/508/Sec508.html) or other comparable document. The offeror should further describe the following as it relates to the applicable Missouri IT Accessibility Standards:
 - The proposed developmental approach to ensuring conformance with the applicable IT Accessibility Standards.
 - The proposed plan for compatibility and interoperability testing with commonly used assistive technologies, including JAWS, Window Eyes, ZoomText, MAGic, and Dragon Naturally Speaking.
 - The proposed plan for usability testing by individuals with disabilities.
7. In presenting the proposed Method of Performance, the offeror should also:
 - Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
 - Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
 - Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

- If any products and/or services offered under this RFP are being manufactured or performed at sites outside the continental United States, the offeror **MUST** disclose such fact and provide details with the proposal.
8. Single Point of Contact: The offeror should describe how it intends to function as a single point of contact for the agency, regardless of any subcontract agreements.

C.2 ADDITIONAL INFORMATION

The offeror should provide any additional relevant information to assist in the evaluation of the offeror's proposed Method of Performance.

EXHIBIT D
OTHER REQUESTED INFORMATION

D.1 PREFERENCE - ORGANIZATIONS FOR THE BLIND & SHELTERED WORKSHOPS

A five (5) bonus point preference shall be granted to proposals including products and/or services manufactured, produced or assembled by qualified nonprofit organizations for the blind established pursuant to 41 U.S.C. sections 46 to 48c and sheltered workshops holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo. Five bonus points will be added to the total evaluation points for proposals qualifying for the preference.

If the offeror is an organization for the blind or sheltered workshop, then the offeror should provide evidence of qualifications as described herein (i.e., copy of certificate or certificate number).

If the offeror is utilizing an organization for the blind or sheltered workshop as a subcontractor, then the offeror should submit a letter of intent signed by the organization for the blind or sheltered workshop describing the products/services they will provide and indicating their commitment to aid the contractor's performance under the prospective state contract.

D.2 AMERICANS WITH DISABILITIES ACT - EQUIPMENT MODIFICATION

In order to assist the State of Missouri in fulfilling the requirements of the Americans with Disabilities Act (ADA), the offeror is requested to furnish the following information:

The offeror should state whether the proposed equipment can be modified for use by persons with disabilities:

YES _____ NO _____

If yes, the offeror should describe and provide optional pricing, including installation and maintenance (if appropriate), for any available modifications.

D.3 OFFERORS AS EMPLOYEES

Offerors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information:

Name and title of state employee, General
Assembly member or statewide elected official: _____

Name of state agency where employed: _____

Percentage of ownership interest in offeror's
organization held by state employee, General
Assembly member or statewide elected official: _____ %

D.4 ADDENDUM TO OFFEROR'S PRE-PRINTED TERMS AND CONDITIONS DOCUMENTS

By signing the signature block below the offeror hereby declares understanding and agreement with the following: (1) that the language of this RFP shall govern in the event of a conflict with his/her proposal, including any pre-printed terms and conditions documents such as lease agreements, software license agreements, maintenance support services agreements, professional services agreements, etc., that are submitted as part of his/her proposal, and (2) any of the offeror's terms and conditions contained in the submitted pre-printed terms and condition documents that conflict with the RFP B2Z05070's terms and conditions, shall have no force or effect and are hereby considered invalid. All other terms and provisions of the offeror's and/or third party's pre-printed terms and conditions documents that are not in conflict with the RFP shall apply hereto.

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE

D.5 OFFEROR CONTACT INFORMATION

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

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

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

EXHIBIT ADDED BY AMENDMENT #006 AND REVISED BY AMENDMENT #007**EXHIBIT E**
MBE/WBE PARTICIPATION**E.1 Participation Commitment**

If proposing MBE/WBE participation, the offeror must indicate below the percentage of qualified MBE and WBE participation committed to in relation to the total dollar value of the contract. (Note: Products/Services provided by MBE/WBEs must provide a commercially useful function related to the delivery of the products/services required herein.)

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

NOTE: In order to be a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Supplier and Workforce Diversity.

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

***NOTE:** If the offeror's Percentage of Total Contract Value is based on something other than total gross revenue (see RFP paragraph 3.14.6), offeror must specify and explain in detail the basis utilized for computation of the total contract value. This basis must be able to be validated by the State on a monthly basis.

Specify Basis for Computation of Total Contract Value: _____

If other than total gross revenue as referenced in Paragraph 3.14.6, offeror must provide detailed explanation of the basis utilized:

(use additional sheet if necessary)

Authorized Signature of Offeror

Date

EXHIBIT E (continued)**E.2 DOCUMENTATION OF MBE/WBE PARTICIPATION**

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

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 the percentage of MBE/WBE participation committed to in relation to the total dollar value of the contract for the products/services you are supplying for this contract.

_____ %

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

Each MBE/WBE must provide their State of Missouri, Office of Supplier and Workforce Diversity (formerly Office of Equal Opportunity) certification number below.

By signing below, the undersigned hereby affirms that the company listed above 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 Supplier and Workforce Development.

Name of MBE/WBE Owner: _____ Date: _____

MBE/WBE Certification Number: _____ /Certification Expiration Date: _____

Federal Employer Identification Number/Social Security Number: _____

MBE/WBE Owner/Authorized Representative Signature: _____

Authorized Signature of Offeror: _____

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

1. TERMINOLOGY/DEFINITIONS

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

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

2. APPLICABLE LAWS AND REGULATIONS

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

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

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

4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.

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

5. SUBMISSION OF PROPOSALS

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

6. PROPOSAL OPENING

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

7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 98-21, contractors are encouraged and may be required per the RFP to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.

- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from a offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding website for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
 - n. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- o. The final determination of contract(s) award shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including the contractor's BAFO, and (3) DPMM's acceptance of the proposal by "notice of award" or by "purchase order."
- c. A notice of award 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, the contractor must receive a properly authorized purchase order unless the purchase is equal to or less than \$3,000. Purchases equal to or less than \$3,000 may be processed with a purchase order at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

10. INVOICING AND PAYMENT

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

11. DELIVERY

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

12. INSPECTION AND ACCEPTANCE

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

13. WARRANTY

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

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

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

16. CANCELLATION OF CONTRACT

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

17. COMMUNICATIONS AND NOTICES

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

18. BANKRUPTCY OR INSOLVENCY

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

19. INVENTIONS, PATENTS AND COPYRIGHTS

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

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

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

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

21. AMERICANS WITH DISABILITIES ACT

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

22. FILING AND PAYMENT OF TAXES

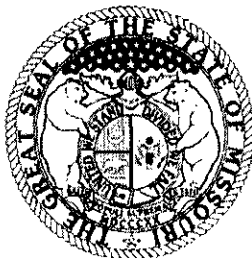
The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in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

23. TITLES

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

Revised 01/21/05

Matt Blunt
Governor



State of Missouri
OFFICE OF ADMINISTRATION

Post Office Box 809
Jefferson City, Missouri 65102

(573) 751-2387 Fax: (573) 526-9815
TTD: (800) 735-2966 Voice: (800) 735-2466
www.oa.mo.gov/purch/purch.htm

James Miluski
Director
Division of Purchasing and
Materials Management

Michael N. Keathley
Commissioner

May 19, 2006

Public Communications Services, Inc.
Attn: Mr. Tommie Joe
11859 Wilshire Blvd., Suite 600
Los Angeles, CA 90025

RE: Contract Number C205070001, RFP B2Z05070

In accordance with RSMo Section 107.170, your contract with the State of Missouri requires a Surety Bond in accordance with the following terms and conditions:

Amount:	\$200,000.00
Date Due:	06-23-06
Contract Number:	C205070001
Contract Period:	05-19-06 through 05-18-11

A Surety Bond issued by a surety company authorized to do business in the State of Missouri is due in this office by the date specified above. The Surety Bond must specify the contract number and contract period. A properly executed bond must be received by this office on or before the above date or the contract may be canceled.

Please submit the bond to the attention of Libby Shivers, State of Missouri, Division of Purchasing and Materials Management at 301 W High Street, Room 630, Jefferson City, MO 65101 or PO Box 809, Jefferson City, MO 65102-0809.

Please contact me at (573) 751-3796 if there are any questions.
Sincerely,

A handwritten signature in cursive script that reads "John Stobbart".
John Stobbart
Buyer

Matt Blunt
Governor



Michael N. Keathley
Commissioner

State of Missouri
OFFICE OF ADMINISTRATION
Division of Purchasing and Materials Management
301 West High Street, Room 630
Post Office Box 809
Jefferson City, Missouri 65102
(573) 751-2387 FAX: (573) 526-9815
TTD: 800-735-2966 Voice: 800-735-2466
<http://www.oa.mo.gov/purch>

James Miluski
Director

May 19, 2006

Public Communications Services, Inc.
ATTN: Tommie Joe
11859 Wilshire Blvd., Suite 600
Los Angeles, CA 90025

RE: Contract Number C205070001, RFP B2Z05070

Your contract with the State of Missouri requires a Performance Security Deposit in accordance with the following terms and conditions:

Amount:	\$200,000.00
Date Due:	06-23-06
Contract Number:	C205070001
Contract Period:	05-19-06 through 05-18-2011

A Performance Security Deposit which meets the requirements stipulated in the contract is due in this office by the date specified above. The Performance Security Deposit must specify the contract number and the contract period. A properly executed security deposit must be received by this office on or before the above date or the contract may be canceled and awarded to the next lowest and best offeror. Your company would be responsible for the cost difference.

Return to attention of Libby Shivers, State of Missouri, Division of Purchasing and Materials Management at 301 W High Street, Room 630, Jefferson City, MO 65101 or PO Box 809, Jefferson City, MO 65102-0809.

Please contact me at (573) 751-3796 if there are any questions.

Sincerely,

A handwritten signature in cursive script that reads "John Stobbart".
John Stobbart
Buyer

Matt Blunt
Governor



Michael N. Keathley
Commissioner

State of Missouri
OFFICE OF ADMINISTRATION
Division of Purchasing and Materials Management
301 West High Street, Room 630
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<http://www.oa.mo.gov/purch>

James Miluski
Director

May 19, 2006

Public Communications Services, Inc.
ATTN: Tommie Joe
11859 Wilshire Blvd., Suite 600
Los Angeles, CA 90025

Congratulations on receiving the award of the attached contract. The Office of Supplier and Workforce Diversity is responsible for monitoring all contract payments to ensure contractors meet contractual minority business enterprise (MBE) and women business enterprise (WBE) participation commitments. The State of Missouri Sincerely appreciates your commitment and efforts to assist us in obtaining MBE/WBE participation in our contracts.

To document compliance with your MBE/WBE commitment, the attached MBE and WBE Participation Report form is provided for your use. The form may also be downloaded from the Division of Purchasing and Materials Management's website at: <http://www.oa.mo.gov/purch/vendorinfo/participate.pdf>.

Please email your reports to John.Stobbert@oa.mo.gov or send your reports to the buyer's attention on a monthly basis, no later than the 15th of the month immediately following the reporting period, at the following address:

Attention: John Stobbert
Division of Purchasing & Materials Management
P.O. Box 809
Jefferson City, MO 65102
Or
Fax: (573) 526-9818

Your reports must detail all payments to MBEs and WBEs participating in this contract for the current reporting period. It is very important for you to maintain records that document your payments to MBE/WBEs and to submit your reports in a timely and complete manner. In conjunction with the Division of Purchasing and Materials Management, the Office of Supplier and Workforce Diversity will monitor payments to MBEs/WBEs throughout the duration of your contract and may even conduct periodic compliance audits. Failure to submit the required report may result in disruption of payments due under the contract.

If you have any questions regarding this letter or other MBE/WBE participation issues, please feel free to contact me at 573-751-8130 or by email at Donna.White@oa.mo.gov.

Sincerely,

Donna M. White
Director
Office of Supplier and Workforce Diversity

MBE/WBE Participation Report

Contractor's Name: _____

Contractor's Address: _____

State of Missouri Contract/Purchase Order Number: _____

Name and Title of Contractor's Authorized Representative: _____

Signature of Authorize Representative: _____

Date: _____

Fax OR Mail this report by the 15th of each month to:

Fax # - (573) 526-9818

Address - Div. of Purchasing & Materials Management

301 W. High Street, Room 630

PO Box 809

Jefferson City, MO 65102

Name of MBE ↓	Amount Paid for _____(Month)
Rose International	

Name of WBE ↓	Amount Paid for _____(Month)