



Office of State Courts Administrator
P.O. Box 104480
2112 Industrial Drive
Jefferson City, Missouri 65110- 4480

RFP NO. OSCA 14-042
TITLE: Specialized Treatment Provider
for Treatment Court
ISSUE DATE: February 24, 2014

CONTACT: Russell Rottmann
PHONE NO.: (573)522-6766
E-MAIL: osca.contracts@courts.mo.gov

RETURN PROPOSALS NO LATER THAN: MARCH 17, 2014

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package.

RETURN PROPOSAL TO:

(U.S. Mail)
 Office of State Courts Administrator
 Attn: Contract Unit or
 PO Box 104480
 Jefferson City Mo 65110 - 4480

(Courier Service)
 Office of State Courts Administrator
 Attn: Contract Unit
 2112 Industrial Dr
 Jefferson City Mo 65109

CONTRACT PERIOD: DATE OF AWARD THROUGH JUNE 30, 2015

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

VARIOUS LOCATIONS THROUGHOUT THE STATE OF MISSOURI

The vendor 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. The vendor further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order or when this RFP is countersigned by an authorized official of the Office of State Courts Administrator, a binding contract shall exist between the vendor and the Office of State Courts Administrator.

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE <i>Brad Rentfrow</i>		DATE 2/25/2014
PRINTED NAME Brad Rentfrow		TITLE Director
COMPANY NAME Midwest ADP		
MAILING ADDRESS 3923 South Lynn Court		
CITY, STATE, ZIP Independence, MO 64055		
E-MAIL ADDRESS brad@midwestadp.net		FEDERAL EMPLOYER ID NO. 43-1688467
PHONE NO. 816-836-2220	FAX NO. 816-836-3567	

NOTICE OF AWARD (OSCA USE ONLY)

ACCEPTED BY OFFICE OF STATE COURTS ADMINISTRATOR AS FOLLOWS: <i>AS SUBMITTED</i>		
CONTRACT NO. <i>OSCA 14-042-20</i>	CONTRACT PERIOD <i>July 1, 2014 through June 30, 2015</i>	
CONTRACTS COORDINATOR <i>Herbert G. Conner</i>	DATE <i>4-22-2014</i>	DEPUTY STATE COURTS ADMINISTRATOR <i>Earl Rottmann</i>



3923 South Lynn Court, Independence, MO 64055 816.836.2220 fax 816.836.3567

February 26, 2014

Office of State Courts Administrator
Attn: Contracts Unit
PO Box 104480
Jefferson City, MO 65110-4480

Dear Sir or Madam:

Please find enclosed response to RFP NO. OSCA 14-042, "Specialized Treatment Provider for Treatment Court" from Midwest ADP, Inc. Midwest ADP accepts all Terms and Conditions contained in this Request For Proposal and does or will meet all of the Performance Requirements with the exception:

"2.02 – If the contractor does not have a program site in the county of an awarded treatment court, then the vendor shall provide transportation to and from the program site when the participant does not have a means of transportation."

Midwest ADP meets this performance requirement in the delivery of services to the Cass County DWI Court and the Clay County Drug Court as Midwest ADP has program sites in Cass and Clay County. However, Midwest ADP does not have a program site in Platte County and cannot provide transportation to or from the program site when participants do not have means of transportation. Midwest ADP provides services to Platte County DWI Court participants at 6060 N. Oak Trafficway, Gladstone, MO 64118, which is located in Clay County, Missouri, about 1 mile from the Platte/Clay County border.

6060 N. Oak
Gladstone, MO 64118
816.468.6688
fax 816.468.6365

615 W. 39th Street
Kansas City, MO 64111
816.221.8268
fax 816.221.4116

313 Municipal Circle
Raymore, MO 64083
816.331.3090
fax 816.331.3889

710-P Main Street
Blue Springs MO 64015
816.228.5218
fax 816.228.5218

321 SE Wilson
Lee's Summit, MO 64063
816.347.1550
fax 816.347.1550

Sincerely,

A handwritten signature in blue ink that reads 'Brad Rentfrow' with a horizontal line underneath.

Brad Rentfrow
Executive Director

TABLE OF CONTENTS

1. Signed RFP Page
2. Pricing Pages
3. Renewal Options
4. Exhibit A – Vendor’s References
5. Exhibit B – Personnel Expertise Summary
6. Exhibit C – Affidavit of Work Authorization
7. Exhibit D – Miscellaneous Information
8. Exhibit E – Debarment Certificate



**Office of State Courts Administrator
P.O. Box 104480
2112 Industrial Drive
Jefferson City, Missouri 65110- 4480**

**RFP NO. OSCA 14-042
TITLE: Specialized Treatment Provider
for Treatment Court
ISSUE DATE: February 24, 2014**

**CONTACT: Russell Rottmann
PHONE NO.: (573)522-6766
E-MAIL: osca.contracts@courts.mo.gov**

RETURN PROPOSALS NO LATER THAN: MARCH 17, 2014

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package.

RETURN PROPOSAL TO:

**(U.S. Mail)
Office of State Courts Administrator
Attn: Contract Unit or
PO Box 104480
Jefferson City Mo 65110 - 4480**

**(Courier Service)
Office of State Courts Administrator
Attn: Contract Unit
2112 Industrial Dr
Jefferson City Mo 65109**

CONTRACT PERIOD: DATE OF AWARD THROUGH JUNE 30, 2015

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

VARIOUS LOCATIONS THROUGHOUT THE STATE OF MISSOURI

The vendor 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. The vendor further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order or when this RFP is countersigned by an authorized official of the Office of State Courts Administrator, a binding contract shall exist between the vendor and the Office of State Courts Administrator.

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE <i>Brad Rentfrow</i>		DATE 2/25/2014
PRINTED NAME Brad Rentfrow		TITLE Director
COMPANY NAME Midwest ADP		
MAILING ADDRESS 3923 South Lynn Court		
CITY, STATE, ZIP Independence, MO 64055		
E-MAIL ADDRESS brad@midwestadp.net		FEDERAL EMPLOYER ID NO. 43-1688467
PHONE NO. 816-836-2220	FAX NO. 816-836-3567	

NOTICE OF AWARD (OSCA USE ONLY)

ACCEPTED BY OFFICE OF STATE COURTS ADMINISTRATOR AS FOLLOWS:		
CONTRACT NO.		CONTRACT PERIOD
CONTRACTS COORDINATOR	DATE	DEPUTY STATE COURTS ADMINISTRATOR

PRICING PAGE

The vendor must provide firm, fixed prices for the services identified below. Should a contract award be made based upon the vendor's proposal, the prices stated herein shall be legally binding for the entire contract period.

Service Description	Vendor Firm, Fixed Unit Price	Unit of Service
Assessment	\$137.44	Per assessment
Assessment option (Multi-axial)	\$137.44	Per assessment
Assessment update	\$55.43	Per assessment
Case Management/Community Support	\$11.53	Per ¼ hour
Communicable Disease Assessment/Education/Testing	n/a	Per ¼ hour
Day Treatment	n/a	Per day
Detoxification (Social Setting)	n/a	Per day
Detoxification (Modified Medical)	n/a	Per day
Early Intervention (Intake)	n/a	Per ¼ hour
Early Intervention (Group Education)	n/a	Per ¼ hour
Early Intervention (Motivational Interviewing-Individual)	n/a	Per ¼ hour
Extended Day Treatment	n/a	Per day
Family Conference	\$13.86	Per ¼ hour
Family Therapy	\$13.86	Per ¼ hour
Group Counseling (Associate SA Counselor)	\$3.13	Per ¼ hour
Group Counseling (QSAP)	\$3.13	Per ¼ hour
Group Counseling (Collateral relationship)	n/a	Per ¼ hour
Group Education	\$2.68	Per ¼ hour
Group Education (Trauma Related)	\$3.13	Per ¼ hour
Individual Counseling	\$13.86	Per ¼ hour
Individual Counseling (Collateral Relationship)	\$13.86	Per ¼ hour
Individual Counseling (Co-Occurring Disorder)	\$21.37	Per ¼ hour
Individual Counseling (Trauma Related)	\$17.94	Per ¼ hour
Medication Services	n/a	Per ¼ hour

Medication: [Medication Assisted Treatment (MAT)]	n/a	Per prescription
Missouri Recovery Support Specialist (MRSS)	n/a	Per ¼ hour
Missouri Recovery Support Specialist Peer (MRSS-P)	n/a	Per ¼ hour
Relapse Prevention Counseling	\$13.86	Per ¼ hour
Residential Support	n/a	Per day
Treatment Court Day	n/a	Per ¼ hour
Virtual Counseling (Group)	n/a	Per ¼ hour
Virtual Counseling (Individual)	n/a	Per ¼ hour
Drug/Alcohol Testing: Sample Collection Only (Lab conf. only)	n/a	Per test
Sample Collection with 1-panel on-site provided by vendor	n/a	Per test
Sample Collection with 2-panel on-site provided by vendor	n/a	Per test
Sample Collection with 3-panel on-site provided by vendor	n/a	Per test
Sample Collection with 4-panel on-site provided by vendor	n/a	Per test
Sample Collection with 5-panel on-site provided by vendor	n/a	Per test
Sample Collection with 6-panel on-site provided by vendor	n/a	Per test
Sample Collection with 7-panel on-site provided by vendor	n/a	Per test
Sample Collection with 8-panel on-site provided by vendor	n/a	Per test
Sample Collection with 9-panel on-site provided by vendor	n/a	Per test
Drug Testing: Sample Collection and On-Site Test (Kit provided by Treatment Court)	n/a	Per test
Drug Testing: Breathalyzer (Equipment provided by vendor)	n/a	Per test
Drug Testing: Breathalyzer (Equipment provided by Treatment Court)	n/a	Per test

**Evidence Based Program and Practice curriculum being utilized:
Cognitive Behavioral Therapy (CBT) ; Moral Reconciliation Therapy (MRT) – For Clay County Drug Court**

**Which Cognitive Behavioral intervention staff is qualified to deliver:
CBT: Saunders, Peterson, Minnick, Kinghorn, Bennett, Ganschow, Williams and Irwin
MRT: Peterson, Minnick**

Please indicate if Medication Assisted Treatment (MAT) is provided. If you do not provide MAT, how and with whom MAT services are arranged and how all services are coordinated.

If MAT is determined to be necessary, Midwest ADP will refer the case to either Tri-County Mental Health Services for medical consult or to Dr. Michael Novato of Lee’s Summit, Missouri, OR to their insurance provider for a referral.

Below is a list of the Judicial Circuits and Counties in the State of Missouri. Check either the applicable counties or the entire Judicial Circuit(s) that your agency shall provide services. Check the appropriate level of service and the applicable gender that shall be provided: DWI, Adult, Veterans, Family and Juvenile.

JUDICIAL CIRCUIT	COUNTY	DWI	ADULT	FAMILY	VETERANS	JUVENILE	MALE	FEMALE
1	Clark							
1	Schuyler							
1	Scotland							
2	Adair							
2	Knox							
2	Lewis							
3	Grundy							
3	Harrison							
3	Mercer							
3	Putnam							
4	Atchison							
4	Gentry							
4	Holt							
4	Nodaway							
4	Worth							
5	Andrew							
5	Buchanan							
6	Platte	X					X	X
7	Clay		X				X	X
8	Carroll							
8	Ray							
9	Chariton							
9	Linn							
9	Sullivan							
10	Marion							
10	Monroe							
10	Ralls							
11	St. Charles							

OSCA 14-042 Treatment Court Specialized Service Providers

12	Audrain							
12	Montgomery							
12	Warren							
JUDICIAL CIRCUIT	COUNTY	DWI	ADULT	FAMILY	VETERANS	JUVENILE	MALE	FEMALE
13	Boone							
13	Callaway							
14	Howard							
14	Randolph							
15	Lafayette							
15	Saline							
16	Jackson							
17	Cass	X					X	X
17	Johnson							
18	Cooper							
18	Pettis							
19	Cole							
20	Franklin							
20	Gasconade							
20	Osage							
21	St. Louis							
22	St. Louis City							
23	Jefferson							
24	Madison							
24	St. Francois							
24	Ste. Genevieve							
24	Washington							
25	Maries							
25	Phelps							
25	Pulaski							
25	Texas							

OSCA 14-042 Treatment Court Specialized Service Providers

26	Camden							
26	Laclede							
26	Miller							

JUDICIAL CIRCUIT	COUNTY	DWI	ADULT	FAMILY	VETERANS	JUVENILE	MALE	FEMALE
26	Moniteau							
26	Morgan							
27	Bates							
27	Henry							
27	St. Clair							
28	Barton							
28	Cedar							
28	Dade							
28	Vernon							
29	Jasper							
30	Benton							
30	Dallas							
30	Hickory							
30	Polk							
30	Webster							
31	Greene							
32	Bollinger							
32	Cape Girardeau							
32	Perry							
33	Mississippi							
33	Scott							
34	New Madrid							
34	Pemiscot							
35	Dunklin							
35	Stoddard							
36	Butler							
36	Ripley							
37	Carter							
37	Howell							

OSCA 14-042 Treatment Court Specialized Service Providers

37	Oregon							
37	Shannon							
JUDICIAL CIRCUIT	COUNTY	DWI	ADULT	FAMILY	VETERANS	JUVENILE	MALE	FEMALE
38	Taney							
38	Christian							
39	Barry							
39	Lawrence							
39	Stone							
40	McDonald							
40	Newton							
41	Macon							
41	Shelby							
42	Crawford							
42	Dent							
42	Iron							
42	Reynolds							
42	Wayne							
43	Caldwell							
43	Clinton							
43	Daviess							
43	DeKalb							
43	Livingston							
44	Douglas							
44	Ozark							
44	Wright							
45	Lincoln							
45	Pike							

RENEWAL OPTION

The Office of State Courts Administrator shall have the sole option to renew the contract for in one (1) year increments or any portion thereof for a maximum total of five (5) additional years.

Prices for the renewal period shall be requested no later than 90 days prior the effective renewal.

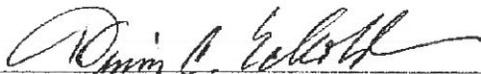
OSCA 14-042 Treatment Court Specialized Service Providers

EXHIBIT A**PRIOR EXPERIENCE**

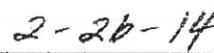
The offeror should copy and complete this form for each reference being submitted as demonstration of the offeror and subcontractor's prior experience. In addition, the offeror is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience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

Offeror Name or Subcontractor Name: Midwest ADP	
Reference Information (Prior Services Performed For:)	
Name of Reference Company:	Judge Dennis Eckold Sixth Judicial Circuit (Platte County)
Address of Reference Company: ✓ Street Address ✓ City, State, Zip	Platte County Courthouse 415 3 rd Street, Suite 5 Platte City, MO 64079
Reference Contact Person Information: ✓ Name ✓ Phone # ✓ E-mail Address	Judge Dennis Eckold 816-858-2232
Dates of Prior Services:	2011 - 2014
Dollar Value of Prior Services:	\$132,830 in calendar year 2013
Description of Prior Services Performed:	DWI Court treatment services (screening, assessment, individual and group counseling, case management, etc.)

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by OSCA for additional discussions regarding my company's association with the offeror referenced above:



Signature of Reference Contact Person



Date of Signature

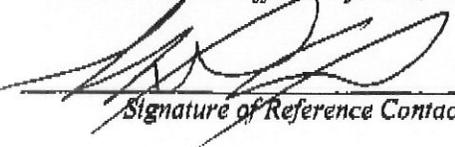
OSCA 14-042 Treatment Court Specialized Service Providers

EXHIBIT A**PRIOR EXPERIENCE**

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

Offeror Name or Subcontractor Name: Midwest ADP	
Reference Information (Prior Services Performed For:)	
Name of Reference Company:	Judge Shane T. Alexander Seventh Judicial Circuit of Missouri (Clay County)
Address of Reference Company: ✓ Street Address ✓ City, State, Zip	James S. Rooney Justice Center 11 S. Water Liberty, MO 64068
Reference Contact Person Information: ✓ Name ✓ Phone # ✓ E-mail Address	Judge Shane T. Alexander 816-407-3910
Dates of Prior Services:	2004 - 2014
Dollar Value of Prior Services:	\$233,000 in calendar year 2013
Description of Prior Services Performed:	Adult Drug Court treatment services (screening, assessment, individual and group counseling, case management, etc.)

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by OSCA for additional discussions regarding my company's association with the offeror referenced above:



Signature of Reference Contact Person

February 26, 2014
Date of Signature

EXHIBIT B**PERSONNEL EXPERTISE SUMMARY**

(Complete this Exhibit for personnel proposed. Resumes or summaries of key information may be provided)

Personnel	Background and Expertise of Personnel and Planned Duties
<p>1. Brad Rentfrow Director Executive Administration</p>	<p>Mr. Rentfrow has been with Midwest ADP in an administrative capacity since 2002, and has served as the Director of Midwest ADP since 2007. Mr. Rentfrow holds bachelors' degrees in Mechanical Engineering (University of Missouri- Columbia) and Social Psychology (Park University) and is a SATOP Qualified Instructor and SATOP Administrator. Mr. Rentfrow has overseen the establishment and provision of treatment services for DWI Court treatment programs in Platte and Cass Counties. In addition, Mr. Rentfrow has overseen the provision of treatment services for Clay County Drug Court. Mr. Rentfrow is active within the SATOP Department, serving on Review Committees, etc., at the SATOP Director's behest.</p> <p>Mr. Rentfrow's planned duties in the administration of this contract include ensuring adequate staffing, physical facility safety, oversight of Quality Assurance and Safety committees, and working with key court personnel in overall program development.</p>
<p>2. Kim Saunders Clinical Director Clinical Supervision</p>	<p>Ms. Saunders holds a bachelor's degree in Psychology from Wichita State University and has been with Midwest ADP since 1995. Holding CRADC certification and SATOP Qualified Professional (SQP) with the Missouri Substance Abuse Professional Credentialing Board (MSAPCB), Ms. Saunders is responsible for the overall clinical activities of all Midwest ADP programs.</p>
<p>3. Dawn A. Peterson Treatment Court Supervisor Clinical Supervision and Counseling</p>	<p>Ms. Peterson holds a Master's Degree in Social Work from the University of Kansas and has been with Midwest ADP since 2004. Holding CRADC and SQP certifications with the MSAPCB, Ms. Peterson has been involved in the Clay County Drug Court the past several years and also helped oversee the establishment of the Platte County Drug Court in 2011. Ms. Peterson provides Clinical Supervision and daily oversight, as well as face-to-face counseling for the Platte County DWI Court and Clay County Drug Court.</p>
<p>4. Kendra Minnick Substance Abuse Counselor Substance Abuse Counseling</p>	<p>Ms. Minnick holds a Master of Social Work degree and a CRAADC certification from the MSAPCB and has been with Midwest ADP since 2007, providing clinical services to Clay County Drug Court clients. Under this contract, Ms. Minnick would continue to provide clinical services to Clay County Drug Court clients.</p>
<p>5. Chris Kinghorn Substance Abuse Counselor Substance Abuse Counseling</p>	<p>Mr. Kinghorn holds a CRADC certification and a SQP certification from the MSAPCB and has been with Midwest ADP since 2011, providing clinical services to Clay County Drug Court clients as well as in Midwest ADP's SATOP program. Under this contract, Mr. Kinghorn would continue to provide clinical services to Clay County Drug Court clients.</p>
<p>6. Laurence Ganschow Substance Abuse Counselor</p>	<p>Mr. Ganschow holds a CRADC certification as well as a SQP certification from the MSAPCB. With Midwest ADP since</p>

<p>Substance Abuse Counseling</p>	<p>2010, Mr. Ganschow has provided counseling services in Midwest ADP's SATOP program as well as in the Platte County DWI Court. Under this contract, Mr. Ganschow would continue to provide clinical services to Platte County DWI Court clients.</p>
<p>7. Donna Bennett Substance Abuse Counselor Substance Abuse Counseling</p>	<p>Ms. Bennett holds Master's of Science degree in Marriage and Family Counseling and is a Registered Substance Abuse Professional and SQP with the MSAPCB and is also a Licensed Marital Family Therapist. Ms. Bennett has been with Midwest ADP since 2011, providing counseling services to Platte County DWI Court clients. Under this contract, Ms. Bennett would continue to provide clinical services to Platte County DWI Court clients.</p>
<p>8. Linda Williams Substance Abuse Counselor Substance Abuse Counseling</p>	<p>Ms. Williams holds a Master of Social Work degree and CRADC and SQP certifications from the MSAPCB. Ms. Williams has been with Midwest ADP since 2007, providing services in both Midwest ADP's SATOP program as well as the Cass County DWI Court. Under this contract, Ms. Williams would continue to provide counseling services in the Cass County DWI Court.</p>
<p>9. Terry Irwin Substance Abuse Counselor Substance Abuse Counseling</p>	<p>Ms. Irwin joined Midwest ADP's staff on a part-time basis in 2013 after serving several years as a Program Director at xxx. Ms. Irwin holds a Master of Arts in Human Resources Development degree and CRAADC certification from the MSAPCB. Since joining Midwest ADP, Ms. Irwin has provided clinical services in the SATOP program as well as in the Cass County DWI Court. Under this contract, Ms. Irwin would continue to provide clinical services for the Cass County DWI Court.</p>
<p>10. Melody Smith, Eleanor Roberts, Carrie Carter, Rachelle Garretson, Pat Middaugh, Cathy Reynolds. Adminstrative and Operations Staff Administrative Support</p>	<p>Midwest ADP has an outstanding administrative support staff to support our clinical operations. Each have several years experience specific to supporting clinical services with criminal justice system involved clients. Under this contract, these fine individuals would continue to provide administrative support for all Midwest ADP programs.</p>

EXHIBIT C

AFFIDAVIT OF WORK AUTHORIZATION

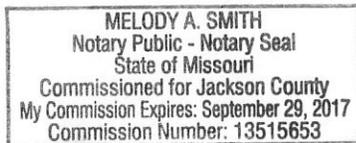
Comes now _____ Brad Rentfrow _____ as _____ President first being duly sworn on my oath
(NAME) (OFFICE HELD)
 affirm Midwest ADP, Inc. (George Rentfrow & Assoc., Inc.) is enrolled and will continue to participate in a federal
 work
(COMPANY NAME)
 authorization program in respect to employees that will work in connection with the contracted services
 related to _____ OSCA 14-042 _____ for the duration of the contract, if awarded, in accordance with
(RFP NUMBER)
 RSMo Chapter 285.530 (2). I also affirm that _____ Midwest ADP/George Rentfrow & Assoc., Inc. does not and will not
 knowingly
(COMPANY NAME)
 employ a person who is an unauthorized alien in connection with the contracted services related to
 _____ OSCA 14-042 _____ for the duration of the contract, if awarded.
(RFP NUMBER)

In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 285.530, RSMo).

<u>Brad Rentfrow</u> Signature (person with authority)	Brad Rentfrow Printed Name
<u>DIRECTOR</u> Title	<u>2/25/2014</u> Date

Subscribed and sworn to before me this 25th of February, 2014. I am
(DAY) (MONTH, YEAR)
 commissioned as a notary public within the County of Jackson, State of
(NAME OF COUNTY)
Missouri, and my commission expires on 9/29/17.
(NAME OF STATE) (DATE)

<u>Melody A. Smith</u> Signature of Notary	<u>2/25/14</u> Date
---	------------------------





Company ID Number: 521073

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **George Rentfrow & Assoc, Inc** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed

Company ID Number: 521073

by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and

EXHIBIT D

MISCELLANEOUS INFORMATION

Outside United States

If any products and/or services bid are being manufactured or performed at sites outside the continental United States, the bidder MUST disclose such fact and provide details in the space below or on an attached page.

Are products and/or services being manufactured or performed at sites outside the continental United States?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Describe and provide details:		

RFP OSCA 11-036

EXHIBIT E

Certification Regarding

Debarment, Suspension, Ineligibility and Voluntary Exclusion

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

Certification Regarding

Debarment, Suspension, Ineligibility and Voluntary Exclusion

Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BRAD RENTFROW

DIRECTOR

Name and Title of Authorized Representative

Brad Rentfrow

Signature

2/26/2014

Date

ATTACHMENT 1

Please use the link below for current map of the operational treatment courts in Missouri:

<http://www.courts.mo.gov/page.jsp?id=271>

Click on “Missouri Treatment Courts by Circuit” to access the map.

STATE OF MISSOURI
OFFICE OF STATE COURTS ADMINISTRATOR

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. 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. **Contractor** 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. **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.
- g. **Contractor** means a person or organization who is a successful contractor as a result of an RFP and who enters into a contract.
- h. **Exhibit** applies to forms which are included with an RFP for the contractor to complete and submit with the sealed proposal prior to the specified opening date and time.
- i. **Request for Proposal (RFP)** means the solicitation document issued to potential contractors 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.
- j. **May** means that a certain feature, component, or action is permissible, but not required.
- k. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a proposal being considered non-responsive.
- l. **Pricing Page(s)** applies to the form(s) on which the contractor 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 contractor with the sealed proposal prior to the specified proposal opening date and time.
- m. **Shall** has the same meaning as the word **must**.
- n. **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 Office of State Courts Administrator.
- 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 contractor's responsibility to ask questions, request changes or clarification, or otherwise advise the Office of State Courts Administrator 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 contractors regarding specifications, requirements, competitive proposal process, etc., must be directed to the Contracts Coordinator, unless the RFP specifically refers the contractor 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 contractor receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all contractors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, contractors 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. Contractors are cautioned that the only official position of the State of Missouri is that which is issued 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 Office of State Courts Administrator monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among contractors, price-fixing by contractors, or any other anticompetitive conduct by contractors 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 Office of State Courts Administrator reserves the right to officially amend or cancel an RFP after issuance.

4. PREPARATION OF PROPOSALS

- a. Contractors **must** examine the entire RFP carefully. Failure to do so shall be at contractor'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's 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 contractor 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

OSCA 14-042 Treatment Court Specialized Service Providers

- contractor 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 contractor 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 contractor 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 Office of State Courts Administrator and the contractor, if such contractor 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 contractor 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.

5. SUBMISSION OF PROPOSALS

- a. Proposals must be submitted hard copy, delivered to the Office of State Courts Administrator, Contracts Coordinator. All proposals must (1) be submitted by a duly authorized representative of the contractor's organization, (2) contain all information required by the RFP, and (3) be priced as required. Delivered proposals must be sealed in an envelope or container, and received in the Office of State Courts Administrator 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 which has been delivered to the Office of State Courts Administrator may be modified by signed, written notice which has been received by the Contracts Coordinator prior to the official opening date and time specified. A proposal may also be modified in person by the contractor 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 which has been delivered to the Office of State Courts Administrator may only be withdrawn by a signed, written notice or facsimile which has been received by the Contracts Coordinator prior to the official opening date and time specified. A proposal may also be withdrawn in person by the contractor or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. Contractors delivering a hard copy proposal to Office of State Courts Administrator 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 contractor of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the contractor's full compliance with those documents is indicated elsewhere within the contractor'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. The contents of the responses shall not be disclosed at this time.
- b. It is the contractor's responsibility to ensure that the proposal is received by Office of State Courts Administrator by the official opening date and time.
- c. Proposals which are not received by the Office of State Courts Administrator 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. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the Contracts Coordinator before contract award. Upon discovering an apparent clerical error, the Contracts Coordinator shall contact the contractor 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 a contractor shall be subject to evaluation if deemed by the Office of State Courts Administrator to be in the best interest of the state of Missouri.
- c. Unless otherwise stated in the RFP, cash discounts for prompt payment of invoices shall not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
- d. Awards shall be made to the contractor 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 contractor, and all other evaluation criteria specified in the RFP and any subsequent negotiations.
- e. In the event all contractors fail to meet the same mandatory requirement in an RFP, the Office of State Courts Administrator reserves the right, at its sole discretion, to waive that requirement for all contractors and to proceed with the evaluation. In addition, the Office of State Courts Administrator reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The Office of State Courts Administrator 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 contractor, from contractor'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 contractors 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 contractors.
- j. Any award of a contract shall be made by notification from the Office of State Courts Administrator to the successful contractor. The Office of State Courts Administrator 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 Office of State Courts Administrator 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.

OSCA 14-042 Treatment Court Specialized Service Providers

1. The Office of State Courts Administrator reserves the right to request clarification of any portion of the contractor's response in order to verify the intent of the contractor. The contractor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the contractor 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 (4) Office of State Courts Administrator'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.
- 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 Contracts Coordinator 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. Therefore, each invoice submitted must reference 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 Office of State Courts Administrator.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears. The state of Missouri shall not make any advance deposits.
- 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 pursuant to a contract shall be deemed accepted until the Office of State Courts Administrator 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 Office of State Courts Administrator, (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 Office of State Courts Administrator may cancel the contract. At its sole discretion, the Office of State Courts Administrator may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the Office of State Courts Administrator 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 Office of State Courts Administrator will issue a notice of cancellation terminating the contract immediately.
- c. If the Office Of State Courts Administrator cancels the contract for breach, the Office of State Courts Administrator 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 Office of State Courts Administrator 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 Office of State Courts Administrator immediately.
- b. Upon learning of any such actions, the Office of State Courts Administrator 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 Office of State Courts Administrator shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Office of State Courts Administrator 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. 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.