

**STATE OF MISSOURI**

**DEPARTMENT OF HEALTH AND SENIOR SERVICES (Department)**

**INVITATION FOR BID (IFB)**

**SOLICITATION/OPPORTUNITY (OPP) NO.: 580410424002049 PROCUREMENT STAFF: Nathan Ridenhour**

**TITLE: Home And Community Based Services PHONE NO.: (573) 751-6026**

 **Personal Care Training E-MAIL:** **Nathan.Ridenhour@health.mo.gov**

**ISSUE DATE: May 7, 2024**

**RETURN BID NO LATER THAN: June 6, 2024 AT 3:00 PM CENTRAL TIME (END DATE)**

**VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH** [**HTTPS://MISSOURIBUYS.MO.GOV**](https://MISSOURIBUYS.MO.GOV) **BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)**

**MAILING INSTRUCTIONS:** Print or type **Solicitation/OPP Number** and **End Date** on the lower left hand corner of the envelope or package. Sealed bids must be returned to 920 Wildwood Dr., Jefferson City, MO 65109 by the return date and time.

**RETURN BID TO:**

 **(U.S. Mail) (Courier Service)**

Department of Health and Senior Services or Department of Health and Senior Services

 Bureau of Procurement Services Bureau of Procurement Services

 P.O. Box 570 920 Wildwood Dr.

 Jefferson City, MO 65102-0570 Jefferson City, MO 65109

**CONTRACT PERIOD: Date of Award through December 31, 2024**

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

**Missouri Department of Health and Senior Services**

**Division of Senior & Disability Services**

**PO BOX 570, Jefferson City, MO 65102**

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 (Revised 1/26/12). The Vendor further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid. The Vendor further agrees that upon receipt of an authorized purchase order from the Department of Health and Senior Services (Department/state agency) 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 Vendor and the State of Missouri. The vendor shall understand and agree that in order for their bid to be considered for evaluation, they must be registered in MissouriBUYS. If not registered at time of bid opening, the vendor must register in MissouriBUYS upon request by the state immediately after bid opening.

**SIGNATURE REQUIRED**

|  |  |
| --- | --- |
| **VENDOR NAME**      | **MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)**      |
| **DOING BUSINESS AS (DBA) NAME**      |
| **MAILING ADDRESS**      |
| **CITY, STATE, ZIP CODE**      |

|  |  |
| --- | --- |
| **CONTACT PERSON**      | **EMAIL ADDRESS**      |
| **PHONE NUMBER**      | **FAX NUMBER**      |
| **VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)** \_\_\_ Corporation \_\_\_ Individual \_\_\_ State/Local Government \_\_\_ Partnership \_\_\_ Sole Proprietor \_\_\_IRS Tax-Exempt |
| **AUTHORIZED SIGNATURE** | **DATE**      |

### **Instructions for Submitting a Solicitation Response**

### The Department is now posting all of its bid solicitation documents on the new MissouriBUYS Bid Board (<https://www.missouribuys.mo.gov>). MissouriBUYS is the State of Missouri’s web-based statewide eProcurement system which is powered by WebProcure, through our partner, Perfect Commerce.

### For all bid solicitations, vendors now have the option of submitting their solicitation response either as an electronic response or as a hard copy response. As a means to save vendors the expense of submitting a hard copy response and to provide vendors both the ease and the timeliness of responding from a computer, vendors are encouraged to submit an electronic response. Both methods of submission are explained briefly below and in more detail in the step-by-step instructions provided at <https://missouribuys.mo.gov/media/pdf/online-bid-response-instructions> (This document is also on the Bid Board referenced above.).

###

Notice: The vendor is solely responsible for ensuring timely submission of their solicitation response, whether submitting an online response or a hard copy response.  Failure to allow adequate time prior to the solicitation end date to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the vendor and their response at risk of not being accepted on time.

#### **ELECTRONIC RESPONSES:** To respond electronically to a solicitation, the vendor must first register with MissouriBUYS by going to the MissouriBUYS Home Page (<https://missouribuys.mo.gov>), clicking the “Register” button at the top of the page, and completing the Vendor Registration. Once registered the vendor should log back into MissouriBUYS and edit their profile by selecting the organizational contact(s) that should receive an automated confirmation of the vendor’s electronic bid responses successfully submitted to the state.

#### To respond electronically to a solicitation, the vendor must login to MissouriBUYS, locate the desired solicitation on the Bid Board, and, at a minimum, the vendor must read and accept the Original Solicitation Documents and complete pricing and any other identified requirements. In addition, the vendor should download and save all of the Original Solicitation Documents on their computer so that they can prepare their response to these documents. Vendors should upload their completed response to these downloaded documents (including exhibits, forms, and other information concerning the solicitation) as an attachment to the electronic solicitation response.  Step-by-step instructions for how a registered vendor responds to a solicitation electronically are available on the MissouriBUYS system at:  <https://missouribuys.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf>.

##### Vendors are encouraged to submit their entire bid electronically; however in lieu of attaching exhibits, forms, pricing, etc. to the electronic solicitation response, a vendor may submit the exhibits, forms, pricing, etc. through mail or courier service.  However, any such submission must be received prior to the solicitation’s specified end date and time.  Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents submitted through mail or courier service.

##### In the event a registered vendor electronically submits a solicitation response and also mails hard copy documents that are not identical, the vendor should explain which response is valid for the state's consideration.  In the absence of such explanation, the state reserves the right to evaluate and award the response which serves its best interest.

Addendum Document: If an addendum document is subsequently issued, please follow these steps to accept the addendum document(s).

1. If you have not accepted the original solicitation document go to the **Overview** page, find the section titled, **Original Solicitation Documents**, review the solicitation document(s) then click on the box under **Select, and** then click on the **Accept** button.
2. To accept the addendum document, on the **Overview** page find the section titled **Addendum Document**, review the addendum document(s) then click on the box under **Select, and** then click on the **Accept** button.

Note: If you submitted an electronic response prior to the addendum date and time, you should review your solicitation response to ensure that it is still valid by taking into consideration the revisions addressed in the addendum document. If a revision is needed to your solicitation response and/or to indicate your acceptance of the addendum document, you will need to retract your response and re-submit your response by following these steps:

1. Log into **MissouriBUYS**.
2. Select the **Solicitations** tab.
3. Select **View Current Solicitations**.
4. Select **My List**.
5. Select the correct **Opportunity Number** (**Opportunity No**); the **Overview** page will display.
6. Click on **Review Response** from the navigation bar.
7. Click on **Retract** if your response needs to be revised.
8. A message will come up asking, “Are you sure you want to retract the Bid”. Click on **Continue** to confirm.
9. Click on **Respond** and revise as applicable.
10. Click on **Review Response** from the navigation bar and then click on **Submit** to submit your response.

#### **HARD COPY RESPONSES:** Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents.

# Introduction

## This document constitutes a request for competitive, sealed bids for the provision of creating a standardized approach to personal care training outlined in 13 CSR 70-91 and 19 CSR 15-7 as set forth herein. The Missouri Department of Health and Senior Services, Division of Senior & Disability Services (Department/state agency) provides the oversight for this Invitation for Bid (IFB).

## Vendor means the person or organization who responds to the IFB by submitting a bid with prices to provide services as required in the IFB document.

## Contractor means a Vendor (either a person or organization) who is selected for a contract as a result of the IFB and who enters into a contract.

## Shall or must identify components, deliverables, or actions that are mandatory. Failure to comply with this IFB will result in a bid being considered non-responsive.

# Organization

## This document, referred to as an IFB, is divided into the following parts:

##### Bid and Contractual Requirements

##### Attachment A

##### Exhibits 1 - 10 (Items which may need to be returned with the Bid)

##### Terms and Conditions

# Communication REGARDING THE IFB

## It is the Vendor’s responsibility to ask questions, request changes or clarifications, or otherwise advise the Department if the Vendor believes that any language, specifications, or requirements are: (1) ambiguous, (2) contradictory or arbitrary, or both, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the Vendor’s ability to submit a bid.

### Except as may be otherwise stated herein, the Vendor and the Vendor’s agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the IFB, the bid process, the evaluation, etc., to the procurement staff of record indicated on the first page of this IFB.  Inappropriate contacts to other personnel are grounds for exclusion from being considered for an award. Vendors and their agents who have questions regarding this IFB should contact the procurement staff.

#### The Vendor may contact the Office of Administration, Office of Equal Opportunity (OEO) regarding Minority Owned Business Enterprise (MBE)/Woman Owned Business Enterprise (WBE) certification or subcontracting with MBE/WBE companies.

### The Vendor should submit all questions and issues at least ten (10) working days prior to the due date of the bid.  If not received prior to ten (10) working days before the bid due date, the Department may not be able to fully research and consider the respective questions or issues before the IFB due date.  Questions and issues relating to the IFB, including questions related to the competitive bid process, must be directed to the procurement staff.  It is preferred that questions be e-mailed to the procurement staff listed on the first page of the IFB.

### The Department will attempt to ensure that a Vendor receives an adequate and prompt response to questions, if applicable.  Upon the Department’s consideration of questions and issues, if the Department determines that changes are necessary, the resulting changes will be included in a subsequently issued IFB addendum(s); absence of such response indicates that the questions and issues were considered but deemed unnecessary for IFB addendum as the questions and issues did not provide further clarity to the IFB.  All Vendors will be advised of any change to the IFB’s language, specifications, or requirements by a formal addendum to the IFB.

### The official IFB can be viewed at the Department Internet site, <http://health.mo.gov/information/publicnotices/invitations/index.php>.

#### The Department reserves the right to officially amend or cancel an IFB after issuance. It shall be the sole responsibility of the Vendor to monitor the website daily.

### The Vendor is advised that the only official position of the Department is the position that is stated in writing and issued by the Department as an IFB and any addendums thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement on behalf of the Department.

# General CONTRACTUAL REQUIREMENTS

## To the extent that this contract involves the use, in whole or in part, of federal funds, the signature of the Contractor’s authorized representative on the first page of this document indicates compliance with the Certifications contained in Attachment A, which is attached hereto and is incorporated by reference as if fully set forth herein**.**

## After the award unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Home and Community Based Services

Program Contact: Jessica Schaefer

Address: 912 Wildwood Drive

Phone: 573-751-5973

Email: Jessica.Schaefer@health.mo.gov

# Background Information

## The Home and Community Based Services program provides supportive services to individuals in their home or least restrictive environment who would otherwise need nursing facility care. These services include agency model personal care services as outlined in 13 CSR 70-91 (<https://www.sos.mo.gov/cmsimages/adrules/csr/current/13csr/13c70-91.pdf>) and 19 CSR 15-7 (<https://www.sos.mo.gov/cmsimages/adrules/csr/current/19csr/19c15-7.pdf>).

### Currently each agency model provider is responsible for developing or contracting their own training curriculum to meet the regulatory requirements for personal care services.

## The Department shall receive funding, not to exceed $90,000.00, for this IFB.

## State Expenditures – The Missouri Accountability Portal (MAP) located on the Internet at: <https://mapyourtaxes.mo.gov/MAP/Expenditures/> provides financial data related to the purchase of the services under the contract. Be sure to read the information provided in the links to “[Site Information](http://mapyourtaxes.mo.gov/MAP/Expenditures/)” and “[Disclaimer](http://mapyourtaxes.mo.gov/MAP/Expenditures/)”. Then, search by the contract number shown above when searching for the financial information.

## The Department has attempted to provide accurate and up-to-date information in this IFB; however, the Department does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this IFB.

# Purpose and Goal

## The purpose of this contract is to obtain a comprehensive training to meet Missouri Personal Care Service training requirements as outlined in 13 CSR 70-91 and 19 CSR 15-7.

## The goal of this contract is to purchase a training that can be utilized in conjunction with other training resources to create one (1) standardized training for personal care training providers to use.

# Contractor’s Qualifications

## The Contractor shall have at least five (5) years of Home and Community Base Services (HCBS) personal care programmatic experience in the State of Missouri.

### The Contractor’s personnel contributing to the content shall be experienced Missouri HCBS Personal Care providers or develop the content in collaboration with experienced MO HCBS Personal Care providers.

## The Contractor shall have the ability to create trainings using various teaching modalities (i.e. written, audio, visual, multimedia, etc).

# Deliverables and Outcomes

## The Contractor shall create the following trainings for the Department to use for training personal care providers.

### The Department must approve all trainings before they are finalized.

#### The Department shall have ninety (90) days upon receipt of trainings to review and approve.

### The Contractor shall make changes to trainings based on the Departments suggestions.

## The Contractor shall provide up to five (5) hours per month of curriculum consult.

## The Contractor shall create a Basic Personal Care Training using various teaching modalities (written, audio, visual, multimedia, etc).

### The training shall be at minimum twelve (12) hours long.

### The Basic Personal Care Training must meet the requirements outlined in 13 CSR 70-91 and 19 CSR 15-7 and shall include but are not limited to:

##

* + 1. Organization, purpose and philosophy of the personal care provider.
		2. Relationship of the provider to the appropriate state agency, or its designee, and Missouri HealthNet Division.
		3. Activities which shall and shall not be performed under the standards for personal care services. Specific instruction must be given for each personal care task available in the program.

* + 1. Basic first aid and procedures to be followed in an emergency.
		2. Information about record-keeping and report forms required by the standards.
		3. Techniques in basic personal care activities.
		4. Techniques in food preparation, nutritional requirements, and basic sanitation practices.
		5. Household management and home maintenance skills, as they relate to personal care.
		6. Safety precautions and recognition of job hazards.
		7. Information about the availability of other community resources.
		8. Occupational Safety Hazards Act (OSHA) standards regarding precautions to be taken to avoid risks associated with bloodborne pathogens.
		9. Review of infection control and universal precaution procedures as defined by the Centers for Disease Control and Prevention.
		10. Alzheimer’s and related dementia care pursuant to the requirements of section 192.2000.7, RSMo..
		11. Code of ethics which shall in include but is not limited to:
		12. Using the participant’s car.
		13. Consuming the participant’s food or drink (except water).
		14. Using the participant’s telephone for personal calls.
		15. Discussing own or others’ personal problems or religious or political beliefs with the participant.
		16. Accepting gifts or tips.
		17. Bringing other persons to the participant’s home.
		18. Consuming alcoholic beverages, or using medicine or drugs for any purpose, other than medical, in the participant’s home or prior to service delivery.
		19. Smoking in the participant’s home.
		20. Soliciting or accepting money or goods for personal gain from the participant.

* + 1. Breaching the participant’s privacy and confidentiality of information and records.
		2. Purchasing any item from the participant even at fair market value.

* + 1. Assuming control of the financial and/or personal affairs of the participant or of his/her estate including power of attorney, conservatorship, or guardianship.
		2. Taking anything from the participant or from the participant’s home.
		3. Committing any act of abuse, neglect, or exploitation.

## The Contractor shall create a In-Service Training using various teaching modalities (written, audio, visual, multimedia, etc).

### The training shall be at minimum five (5) hours long.

### The In-Service Training must meet the requirements outlined in 13 CSR 70-91 and 19 CSR 15-7 and shall include but are not limited to:

* + 1. Processes and effects of aging.
		2. Problem identification and procedures for making appropriate referrals.
		3. Non-medical personal care of the incapacitated participant.
		4. Techniques for assisting the participant with impaired mobility.
		5. Meal preparation for special diets.
		6. Home management and budgeting.
		7. Comparison shopping techniques.
		8. Problems common to the elderly and individuals with disabilities.
		9. Recognizing and reporting abuse/neglect/exploitation.
		10. Acquired Immunodeficiency Syndrome (AIDS) education.
		11. Alzheimer's and related dementia.
		12. Death and dying.

## The Contractor shall create a Advanced Personal Care Training using various teaching modalities (written, audio, visual, multimedia, etc).

### The training shall be at minimum six (6) hours long.

### The Advanced Personal Care Training must meet the requirements outlined in 13 CSR 70-91 and 19 CSR 15-7 and shall include but are not limited to:

* + 1. Observation of the participant and reporting observations.
		2. Application of ointments/lotions to unbroken skin.
		3. Manual assistance with oral medications.
		4. Prevention of decubiti.
		5. Enemas.
		6. Basic personal care for persons with ostomies and catheters.
		7. Proper cleaning of catheter bags.
		8. Bowel routines (rectal suppositories, sphincter stimulation).
		9. Passive range of motion exercises.
		10. Use of assistive device (i.e. lifts, transfer boards, etc.) for transfers.
		11. Positioning and support of the participant.
		12. Applying non-sterile dressing to superficial skin breaks.
		13. Universal precaution procedures as defined by the Centers for Disease Control and Prevention.

## The Contractor shall perform all services in accordance with the provisions and requirements stated herein and to the sole satisfaction of the Department.

## Unless otherwise specified herein, the Contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

# Budget and Allowable Costs

## All prices shall be as indicated on the Pricing Page, Exhibit 1. The Department shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

## The Contractor shall maintain records for salary and wages charged under the contract that accurately reflect the work performed.

## The Contractor must have the prior written approval of the Department for any travel expenses.

## The Contractor shall follow competitive procurement practices.

# Invoicing and Payment

## The State of Missouri shall submit contract payments to the Contractor at the remittance address listed in the Contractor’s MissouriBUYS vendor registration. However, the Contractor shall understand and agree the state reserves the right to make contract payments to the Contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the Contractor must verify and update, if applicable, their vendor registration with their current remittance address and ACH-EFT payment information at [https://MissouriBUYS.mo.gov](https://missouribuys.mo.gov/).

## The Contractor shall invoice the Department on the Contractor’s original descriptive business invoice form. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice.

## The Contractor shall submit an itemized invoice monthly. Invoices shall be due by the last day of the month following the month in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.

## The Department will pay the Contractor monthly upon the receipt and approval of an itemized invoice and report(s) prepared according to the terms of this contract.

## The Contractor shall submit all invoices and reports to:

Missouri Department of Health and Senior Services

Financial Support Unit

ATTN: Director of HCBS Services

P.O. Box 570

Jefferson City, MO 65102-0570

Or email: DSDSAccountsPayable@health.mo.gov

## The Contractor shall submit the final itemized invoice within thirty (30) calendar days after the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date.

## If the Department denies a request by the Contractor for payment or reimbursement, the Department will provide the Contractor with written notice of the reason(s) for denial.

## Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States government, the Department may withhold payment or reject invoices under this contract.

## If the Contractor is overpaid by the Department, the Contractor shall provide the Department (1) with a check made payable as instructed by the Department or (2) deduct the overpayment from an invoice as requested by the Department.

### For payment by check, the Contractor shall issue a check made payable to “DHSS-DA-Fee Receipts” and mail the check to:

Missouri Department of Health and Senior Services

Division of Administration, Fee Receipts

P.O. Box 570

920 Wildwood Drive

### Jefferson City, Missouri 65102-0570

## If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. The CFDA name is available at <https://sam.gov/content/assistance-listings>.

## Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.

# Contract

## A binding contract shall consist of: (1) the IFB and any addendums thereto, (2) the Contractor’s response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Department’s acceptance of the response (bid) by “notice of award”. All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.

### The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

## The original contract period shall be as stated on the Notice of Award. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period.

# Amendments

## Any changes to this contract shall be made only through execution of a written amendment signed and approved by an authorized signatory of each party.

# Monitoring

## The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.

## If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

# Document Retention

## The Contractor shall retain all books, records, and other documents relevant to this contract for a period of five (5) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.

## The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.

## If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the five (5) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.

## If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor’s retention period.

## The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

# Confidentiality

## The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.1. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor’s subcontractors and employees.

## The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor creates as a result of contract activities. Unless disclosure is required by law, the Contractor shall not disclose the contents of such records to anyone other than the Department, the patient/client, or the patient’s/client’s parent or legal guardian. The Contractor agrees it will assume liability for all disclosures of confidential information and breaches by the Contractor and/or the Contractor’s subcontractors and employees. The Contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo.

# Liability

## 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.

## The relationship of the Contractor to the Department shall be that of an independent contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor’s subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

## The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney’s fees) for any and all injury or damage (including death) occurring as a result of the Contractor’s performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

## The Contractor shall understand and agree that pursuant to the Constitution of the State of Missouri, Article III, Section 39 the state shall not indemnify, hold harmless, or agree in advance to defend any person or entity.

# Publications, Copyrights, and Rights in Data and Reports

## If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.

### Notwithstanding subparagraph 1 of this section, in the event the Contractor is a university and intends to create a scholarly publication using materials created for the Department under this project, the Contractor shall provide the Department with the opportunity to review and to provide comment on the proposed publication. At the Department’s request, Contractor will insert a disclaimer in any publication that says the publication does not necessarily reflect the views or opinions of the Department. Any such publication created by the Contractor shall contain acknowledgment of the Department’s sponsorship as required by 48 CFR § 52.227-14(c).

## In accordance with the “Steven’s Amendment” in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Contractor shall not issue any statements, press release, request for proposals, application solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:

### The percentage of the total costs of the program or project which will be financed with Federal money; and

### The percentage of the total costs of the program or project which will be financed by nongovernmental sources.

## If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

## If the Contractor is a State University, the Department limits the requirements of number 10 of the Department’s Terms and Conditions to the extent permitted by law and without waiving sovereign immunity.

# Authorized Personnel

## The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.

## The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

## Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the Vendor/Contractor meets the section 285.525, RSMo definition of a “business entity” (<https://revisor.mo.gov/main/OneSection.aspx?section=285.530>), the Vendor/Contractor must affirm the Vendor’s/Contractor’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Vendor/Contractor should complete applicable portions of Exhibit 2, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit 2 must be submitted prior to an award of a contract.

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

### Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

### Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company’s/individual’s enrollment and participation in the E-Verify federal work authorization program; AND

### Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

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

# Termination

## The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:

### State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or

### A change in federal or state law relevant to this contract occurs; or

### A material change of the parties to the contract occurs; or

### By request of the Contractor.

## Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice.

### The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.

### The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.

# Subcontracting

## Any subaward and/or subcontract shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the Department, including the civil rights requirements set forth in 19 CSR 10-2.010 (5) (A)-(L), if applicable, and provided that the Department approves the arrangement prior to finalization. The Contractor shall ensure that the Department is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subaward and/or subcontract in those matters described herein. The Contractor shall expressly understand and agree that the responsibility for all legal and financial obligations related to the execution of a subaward and/or subcontract rests solely with the Contractor; and the Contractor shall ensure and maintain documentation that any and all subawardees and/or subcontractors comply with all requirements of this contract. The Contractor agrees and understands that utilization of a subawardee and/or subcontractor to provide any of the equipment or services in this contract shall in no way relieve the Contractor of the responsibility for providing the equipment or services as described and set forth herein.

## Pursuant to subsection 1 of section 285.530, RSMo, no contractor, subawardee, and/or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor, subawardee, and/or subcontractor of any tier shall not be liable when such contractor, subawardee, and/or subcontractor contracts with its direct subawardee and/or subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the Contractor and the subawardee and/or subcontractor affirmatively states that:

### The direct subawardee and/or subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.

### The Contractor, subawardee, and/or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subawardee’s and/or subcontractor’s employees are lawfully present in the United States.

## The Contractor shall be responsible for ensuring that any subawardee(s) and/or subcontractor(s) are appropriately qualified and licensed or certified, as required by state, federal or local law, statute, or regulation, respective to the services to be provided through this contract. The Contractor shall make documentation of such licensure or certification available to the Department upon request.

## The Contractor shall notify all subawardee(s) and/or subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, other applicable federal rules and regulations, and funding source information as included herein.

# Substitution of Personnel

## The Contractor agrees and understands that the Department’s agreement to the contract is predicated in part on the utilization of the specific individual(s) and/or personnel qualifications identified in the bid. Therefore, the Contractor agrees that no substitution of such specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the Department. The Contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the Department’s approval of a substitution shall not be construed as an acceptance of the substitution’s performance potential. The Department agrees that an approval of a substitution will not be unreasonably withheld.

# Participating Entities

## The Contractor must comply with any Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) participation levels committed to in the Contractor’s awarded bid.

### The Contractor shall prepare and submit to the Department a report detailing all payments made by the Contractor to Organizations for the Blind/Sheltered Workshops and/or SDVEs participating in the contract for the reporting period. The Contractor must submit the report on a monthly basis, unless otherwise determined by the Department.

### The Department will monitor the Contractor’s compliance in meeting the Organizations for the Blind/Sheltered Workshop and SDVE participation levels committed to in the Contractor’s awarded bid. If the Contractor’s payments to the participating entities are less than the amount committed, the Department may cancel the contract and/or suspend or debar the Contractor from participating in future bids, or retain payments to the Contractor in an amount equal to the value of the participation commitment less actual payments made by the Contractor to the participating entity. If the Department determines that the Contractor becomes compliant with the commitment, any funds retained as stated above, will be released.

### If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the Contractor must obtain participation from other organizations for the blind/sheltered workshops or other SDVEs to fulfill the participation requirements committed to in the Contractor’s awarded bid.

#### The Contractor must obtain the written approval of the Department for any new entities. This approval shall not be arbitrarily withheld.

#### If the Contractor cannot obtain a replacement entity, the Contractor must submit documentation to the Department detailing all efforts made to secure a replacement. The Department shall have sole discretion in determining if the actions taken by the Contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the Contractor’s participation commitment.

### No later than 30 days after the effective date of the contract’s expiration date, the Contractor must submit an affidavit to the Department. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all Contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contactor may use the affidavit available on the Office of Administration/Division of Purchasing’s website at <http://oa.mo.gov/sites/default/files/bswaffidavit.doc> or another affidavit providing the same information.

## Minority Business Enterprise (MBE)/Woman Owned Business Enterprise (WBE) Participation

### A listing of minority and women vendors certified by the Department is available on the Internet at:

### <http://oeo.mo.gov/>

### For Vendors who do not have Internet access, information regarding registered minority and women vendors can be obtained by contacting the Office of Equal Opportunity at (877) 259-2963 or (573) 751-8130.

### In the event the Vendor proposes to subcontract for services and/or equipment described herein, the Vendor should make a good faith effort to locate and contract with certified MBEs for a minimum of 10% of the total dollar value of the contract and with WBEs for 10% of the total dollar value of the contract.

### The Vendor should indicate the percentage level of MBE/WBE participation proposed to fulfill the requirements of the contract. The Vendor should provide documentation of a plan for achieving the proposed level of participation for each MBE/WBE subcontractor proposed.

# Submission of Bids

## Vendors must sign the IFB cover page or, if applicable, the cover page of the last addendum thereto in order to demonstrate acceptance by the Vendor of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the Vendor's full compliance with those documents is indicated elsewhere within the Vendor's response.

### The signed page one (cover page) from the original IFB and all signed addendums should be placed at the beginning of the bid. These form(s) must include an original signature (preferably signed in blue ink), no stamped signatures. The signature must be that of an individual legally authorized to sign contracts for the agency.

## Any foreign Vendor not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

## To facilitate the evaluation process, the Vendor is encouraged to submit bid information by sections that correspond with the individual evaluation categories described herein. The Vendor is cautioned that it is the Vendor’s sole responsibility to submit necessary information. The Department is under no obligation to solicit any information if it is not included with the bid. The Vendor’s failure to submit information with the bid, including pricing and renewal information, may cause an adverse impact on the evaluation of the bid.

### Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.

## The bid should be page numbered.

## The bid should be typed.

## In preparing a bid, the Vendor should be mindful of document preparation efforts for imaging purposes and storage capacity. The Vendor should limit bid content to items that provide substance, quality of content, and clarity of information.

## Do not staple the bid.

## The Department recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the Vendor is requested to print the bid double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy bids may be submitted in a notebook or binder.

## On-line Bid - If a registered vendor is responding electronically through the MissouriBUYS System website, in addition to completing the on-line pricing, the registered vendor should submit completed exhibits, forms, and other information concerning the bid as an attachment to the electronic bid. The registered vendor is instructed to review the IFB submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing. Instructions on how a registered vendor responds to a bid on-line are available on the MissouriBUYS System website at: <https://missouribuys.mo.gov/bidboard.html>.

### The exhibits, forms, and Pricing Page(s) provided herein can be saved into a word processing document, completed by a registered vendor, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Additional instructions for submitting electronic attachments are on the MissouriBUYS System website. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any electronic attachments.

### In addition, a registered vendor may submit the exhibits, forms, Pricing Page(s), etc., through mail or courier service. However, any such submission must be received prior to the specified end date and time.

### If a registered vendor submits an electronic and hard copy bid response and if such responses are not identical, the Vendor should explain which response is valid. In the absence of an explanation, the State of Missouri shall consider the response which serves its best interest.

## Hard Copy Bid - If the Vendor is submitting a bid via the mail or a courier service or is hand delivering the bid, the Vendor should include completed exhibits, forms, and other information concerning the bid (including completed Pricing Page(s) with the bid. The Vendor is instructed to review the IFB submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.

### The Vendor should include 2 additional copy(ies) along with their original bid. The front cover of the original bid should be labeled “original” and the front cover of all copies (the copy) should be labeled “copy”.

## Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.

## Bids may be submitted through the U.S. Postal Service. However, mailing bids to the P.O. Box does not guarantee receipt of the bid document by the Bureau of Procurement Services before the required receipt date and time.

## The outermost, sealed envelope should clearly identify “IFB 580410424002049” in the lower left corner of the envelope.

## Faxed or emailed bids will not be accepted.

## The Department must receive the bid in a sealed envelope on or before the return due date and time published on the front page of the IFB at the address listed on the cover page of the bid. The bid return due date and time may also be referred to as the bid opening date and time.

## Bids received after the receipt date and time as published on the front page of the IFB will not be considered or evaluated.

## Pursuant to section 610.021, RSMo, the bid shall be considered an open record after the bids are opened. Therefore, the Vendor is advised not to include any information that the Vendor does not want to be viewed by the public, including personal identifying information such as social security numbers.

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

## The Vendor hereby covenants that at the time of the submission of the bid the Vendor has no other contractual relationships that would create any actual or perceived conflict of interest. The Vendor further agrees that during the term of the contract neither the Vendor nor any of its employees shall acquire any other contractual relationships that create such a conflict.

## In the event that the Vendor is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a Vendor may submit a bid that contains a list of statutory limitations and identification of those prohibitive clauses. The Vendor should include a complete list of statutory references and citations for each provision of the IFB that is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by the Department or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by the Department.

## The Vendor is permitted to use generic position titles rather than identifying a proposed team member by their name.  However, in the event a Vendor chooses to provide such personal information regarding an entity exempt from federal income tax under section 501(c) of the Internal Revenue Code of 1986, as amended, then by signing the cover page of the bid, the Vendor understands and agrees they have voluntarily provided such personal information. If the Vendor’s bid is awarded, the Vendor shall be contractually obligated to provide an individual with the minimum qualifications proposed.

# Bid Withdrawal

## A bid that has been delivered to the Department may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile that the Vendor delivers to the Department. Telephone requests to withdraw a bid will not be accepted.

# Bid evaluation

## All bids will be reviewed and scored by an evaluation committee.

## The Department reserves the right to request clarification of any portion of the Vendor's response in order to verify the intent of the Vendor. The Vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

## When evaluating a bid, the Department reserves the right to consider relevant information and fact, whether gained from a bid, from a Vendor, from Vendor's references, or from any other source.

## After determining that a bid satisfies the mandatory requirements stated in the IFB, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the bid in accordance with the evaluation criteria stated below. The contract shall be awarded to the lowest and best bid.

## Bid evaluation will be based on a 200 point total to be applied as follows:

Experience and Reliability Up to 15 points

Expertise of Personnel Up to 40 points

Method of Performance Up to 55 points

Cost Up to 90 points

## Evaluation of Vendor’s Experience and Reliability

### Experience and reliability of the Vendor’s organization will be considered subjectively in the evaluation process. Therefore, the Vendor is advised to submit information concerning the Vendor’s organization and information documenting the Vendor’s experience in past performances, especially those performances related to the requirements of this IFB. If the Vendor is proposing an entity other than the Vendor to perform the required services, the Vendor should also submit the information requested for such proposed subcontractor.

#### The Vendor should provide information about the Vendor’s organization on Exhibit 3.

#### The Vendor should provide information related to previous and current services/contracts of the Vendor or Vendor’s proposed subcontractor where performance was similar to the required services of this IFB. The information may be shown on Exhibit 4 or in a similar manner.

##### As part of the evaluation process, the Department may contact the Vendor’s references, including references not listed or identified within the Vendor’s bid but who have current or previous experiences with the Vendor.

##### The Vendor shall agree and understand that the Department is not obligated to contact the Vendor’s references.

## Evaluation of Expertise of Vendor’s Personnel

### The qualifications of the personnel proposed by the Vendor to perform the requirements of this IFB, whether from the Vendor’s organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the Vendor should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.

#### The Vendor should provide the information requested on Exhibit 5 for each key person proposed to provide the services required herein. If additional personnel resources are available, the Vendor may provide information for such personnel by completing Exhibit 6.

##### The information provided should be structured to emphasize relevant qualifications and experience of the personnel in completing contracts/performing services of a similar size and scope to the requirements of this IFB.

###### The information submitted should clearly identify previous experience of the person in performing similar services and should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and whether the person is proposed for the same services for the Department.

#### If personnel are not yet hired, the Vendor should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

## The Vendor shall complete and submit Exhibit 7, Miscellaneous Information regarding services being performed at sites outside the United States.

## The Vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The Vendor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:

### Registration of business name (if applicable) with Secretary of State at <https://www.sos.mo.gov/business/startBusiness.asp>

### 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)

## Evaluation of Method of Performance

### Bids will be subjectively evaluated based on the Vendor’s distinctive plan for performing the requirements of the IFB. Therefore, the Vendor should present a written narrative that demonstrates the method or manner in which the Vendor proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.

### Method of Performance - Exhibit 8 is provided for the Vendor’s use in providing information about the proposed method of performance. The Vendor should present a detailed description of all products and services proposed in the response to this IFB. It is the Vendor's responsibility to make sure all products proposed are adequately described in order to conduct an evaluation of the bid to insure its compliance with mandatory technical specifications. 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.

### The Vendor may submit preprinted marketing materials with the bid. However, the Vendor 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 Vendor. The Vendor is strongly discouraged from relying on such materials in presenting products and services for consideration by the state.

#### It is the Vendor’s responsibility to provide detailed information about how the item bid meets the specifications presented herein. If preprinted marketing materials do not specifically address each specification, the Vendor should provide detailed information to ensure that the product meets the state’s mandatory requirements. In the event this information is not submitted with the bid, the procurement staff may, but is not required to, seek written clarification from the Vendor to provide assurance that the product bid meets specifications.

### It is the Vendor’s responsibility to submit a bid that meets all mandatory specifications stated herein. The Vendor should clearly identify any and all deviations from both the mandatory and desirable specifications stated in the IFB. Any deviation from a mandatory requirement may render the bid non-responsive. Any deviation from a desirable specification may be reviewed by the state as to its acceptability and impact on competition.

#### A descriptive brochure may not be acceptable as clear identification of deviations from the written specification.

### The Vendor should also provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The relationship of service personnel to management and to support personnel should be clearly illustrated.

## Evaluation of Cost

### The cost evaluation shall be based on a total cost determined by adding all prices on the Pricing Page, Exhibit 1.

#### Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Lowest Responsive Vendor’s Price | X | Maximum Cost Evaluation points (90) | = | Assigned Cost Points |
| Vendor’s Price |

### The Vendor shall complete and return the Price, Exhibit 1 or present the same information in a similar format.

## Any pricing information submitted by a Vendor shall be subject to evaluation if deemed by the Department to be in its best interest.

## Preference for Organizations for the Blind and Sheltered Workshops - Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a five to fifteen (5-15) bonus point preference shall be granted to Vendors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.

### In order to qualify for the five to fifteen (5-15) bonus points, the following conditions must be met and the following evidence must be provided:

#### The Vendor must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal, at a minimum, the greater of $5,000 or 2% of the total dollar value of the contract for purchases not exceeding $10 million.

#### The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop are utilized, to any extent, in the Vendor’s obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

#### If the Vendor is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the Vendor must provide the requested information with the bid.

#### A sliding scale for the award of points shall range from a minimum of five (5) points to a maximum of fifteen (15) points. The award of the minimum five (5) points shall be based on the bid containing a commitment that the participating nonprofit organization or workshop is providing the greater of two percent (2%) or five thousand dollars ($5,000) of the total contract value of bids for purchases not exceeding ten (10) million dollars.

### Where the commitment in the bid exceeds the minimum level set forth in section 34.165, RSMo to obtain five (5) points, the awarded points shall exceed the minimum five (5) points, up to a maximum of fifteen (15) points. As the statute sets out a minimum of five (5) points for a minimum two percent (2%) commitment, each percent of commitment is worth two and one-half (2.5) points. The formula to determine the awarded points for commitments above the two percent (2%) minimum shall be calculated based on the commitment in the bid (which in the formula will be expressed as a number [Vendor’s Commitment Number below], not as a percentage) times two and one-half (2.5) points:

Vendor’s Commitment Number x 2.5 points = Awarded Points

Examples: A commitment of three percent (3%) would be calculated as: 3 x 2.5 points = 7.5 awarded points. A commitment of five and one-half percent (5.5%) would be calculated as: 5.5 x 2.5 points = 13.75 awarded points. If, instead of a percentage, a Vendor’s bid lists a dollar figure that is over the minimum amount, the dollar figure shall be converted into the percentage of the Vendor’s total contract value for calculation of the awarded points. Commitments at or above six percent (6%) receive the maximum of fifteen (15) points.

#### Participation Commitment – The Vendor must complete Exhibit 9, Participation Commitment, by identifying the organization for the blind or sheltered workshop, the amount of participation committed, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the Vendor submitting the bid is an organization for the blind or sheltered workshop, the Vendor must be listed in the appropriate table on the Participation Commitment Form.

#### Documentation of Intent to Participate – The Vendor must either provide a properly completed Exhibit 10 Documentation of Intent to Participate Form or must provide a letter of intent recently signed by the proposed Organization for the Blind or Sheltered Workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

#### NOTE: If the Vendor submitting the bid is an organization for the blind or sheltered workshop, the Vendor is not required to complete Exhibit 10, Documentation of Intent to Participate Form or provide a letter of intent.

### The following websites provide information regarding Missouri sheltered workshops:

#### Listing of Missouri Sheltered Workshops: <http://dese.mo.gov/special-education/sheltered-workshops/directories>

#### Missouri Sheltered Workshop Products/Services Locator: <http://moworkshops.org/services.html>

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

<http://www.lhbindustries.com>

<http://www.alphapointe.org>

### Commitment – If the Vendor’s bid is awarded, the organization for the blind or sheltered workshop participation committed to by the Vendor on Exhibit 9, Participation Commitment, shall be interpreted as a contractual requirement.

## Service-Disabled Veteran Business Enterprises (SDVEs) Preference - Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the state agency has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs). A three (3) point bonus preference shall be granted to Vendors including products and/or services manufactured, produced or assembled by a qualified SDVE.

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

#### The Vendor must either be an SDVE or must be proposing to utilize an SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.

#### The services performed or the products provided by the SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the SDVE are utilized, to any extent, in the Vendor’s obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

#### In order to be considered for the bonus point preference the SDVEs must be qualified by the bid opening date (the date the response is due). (See below for the definition of an SDVE.)

### In order to receive evaluation consideration for participation by an SDVE, the Vendor must provide the following information with the bid:

#### Participation Commitment - The Vendor must complete Exhibit 9, Participation Commitment, by identifying each proposed SDVE, the committed percentage of participation for each SDVE, and the commercially useful products/services to be provided by the listed SDVE. If the Vendor submitting the bid is a qualified SDVE, the Vendor must be listed in the appropriate table on the Participation Commitment Form.

#### Documentation of Intent to Participate – The Vendor must either provide a properly completed Exhibit 10, Documentation of Intent to Participate Form or must provide a letter of intent recently signed by the proposed SDVE which.

### Commitment – If awarded a contract, the SDVE participation committed to by the Vendor on Exhibit 9, Participation Commitment, shall be interpreted as a contractual requirement.

### Definition - Qualified SDVE:

#### In order to be considered a qualified SDVE for purposes of this IFB, the SDVE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the bid opening date;

#### SDVE is doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;

#### SDVE has not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs;

#### SDVE has the management and daily business operations controlled by one (1) or more SDVs; and

#### SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

## Pursuant to 34.060 RSMo, 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.

## Award Process:

### Any award of a contract shall be made by notification from the Department to the successful Vendor.

### The Department will officially notify Vendors not receiving a contract in writing. The only official position of the Department will be issued in writing and signed by the Director of Administration (or designated representative) of the Missouri Department of Health and Senior Services. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

### Contracts will be awarded on a competitive basis with the lowest and best bid receiving an award.  Based on the availability of funds, additional awards shall be made to the next lowest and best bid(s).

### In the event all Vendors fail to meet the same mandatory requirement in an IFB, the Department reserves the right, at its sole discretion, to waive that requirement for all Vendors and to proceed with the evaluation.

### The Department reserves the right to reject any and all bids.

### Any bid award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).

### The final determination of contract award(s) shall be made by Department.

**1. GENERAL**

1.1 To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor’s authorized representative on the contract signature page indicates compliance with the following Certifications and special provisions.

**2. CONTRACTOR’S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT**

2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.

2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.

2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:

2.3.1 Checking the System of Award Management (SAM) <https://www.sam.gov>; or

2.3.2 Collecting a certification from that person; or

2.3.3 Adding a clause or condition to the covered transaction with that person.

**3. CONTRACTOR’S CERTIFICATION REGARDING LOBBYING**

3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, addendum, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.

3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

3.5 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

3.7 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

**4. CONTRACTOR’S CERTIFICATION REGARDING A DRUG FREE WORKPLACE**

4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this contract under a criminal drug statute for violations occurring on the Contractor’s premises or off the Contractor’s premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

 Missouri Department of Health and Senior Services

 Division of Administration, Grants Accounting Unit

 P.O. Box 570

 920 Wildwood Drive

 Jefferson City, Missouri 65102-0570

**5. CONTRACTOR’S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

5.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children’s services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children’s services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

5.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

5.3 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children’s services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to $1,000 per day.

**6. CONTRACTOR’S CERTIFICATION REGARDING NON-DISCRIMINATION**

6.1 The Contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:

6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;

6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));

6.1.3 Title IX of the Education Addendums of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;

6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;

6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;

6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;

6.1.8 Missouri Governor’s E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);

6.1.9 Missouri Governor’s E.O. #10-24; and

6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

**7. CONTRACTOR’S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS**

7.1 The Contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a Contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for “whistleblowing”. In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

7.2 The Contractor’s employees are encouraged to report fraud, waste, and abuse. The Contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.

7.3 The Contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

**8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT**

8.1 The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*).

**EXHIBIT 1**

**PRICING PAGE**

The Vendor shall provide firm fixed pricing for the original contract period for providing all services in accordance with the provisions and requirements of the IFB. All costs associated with providing the required services (including, but not limited to, startup, administration, overhead, personnel, support materials, equipment, and supplies) shall be included in the stated price(s).

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Line Item** | **Mandatory Specifications** | **Estimated Quantity** | **Unit** | **Firm, Fixed Price** |
| 1 | C/S Code: 86132100 *Training planning, facilitation and delivery services***Basic Personal Care Training.**A minimum of twelve (12) hours of basic personal care training using various teaching modalities.  | 1 | EA | $\_\_\_\_\_\_\_\_ |
| 2 | C/S Code: 86132100 *Training planning, facilitation and delivery services***In-Service Training.**A minimum of five (5) hours of in-service training using various teaching modalities. | 1 | EA | $\_\_\_\_\_\_\_\_ |
| 3 | C/S Code: 86132100 *Training planning, facilitation and delivery services***Advanced Personal Care Training.**A minimum of six (6) hours of advanced personal care training using various teaching modalities. | 1 | EA | $\_\_\_\_\_\_\_\_ |
| 4 | C/S Code: 86132100 *Training planning, facilitation and delivery services***Monthly Curriculum Consulting.** Up to five (5) hours per month of curriculum consulting for an estimated six (6) month period.  | 1 | HUR | $\_\_\_\_\_\_\_\_ |

**EXHIBIT 2**

**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,**

**AND AFFIDAVIT OF WORK AUTHORIZATION**

**BUSINESS ENTITY CERTIFICATION:**

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

BOX A: To be completed by a non-business entity as defined below.

BOX B: To be completed by a business entity who has not yet completed and submitted

documentation pertaining to the federal work authorization program as described at <http://www.uscis.gov/e-verify>.

BOX C: To be completed by a business entity who has current work authorization documentation on file with Missouri state agency including Division of Purchasing.

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

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

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

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

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

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under IFB 580410424002049 (Bid Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Missouri Department of Health & Senior Services with all documentation required in Box B of this exhibit.

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| --- | --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Authorized Representative’s Name |  | Authorized Representative’s Signature |

(Please Print)

|  |  |  |
| --- | --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Company Name (if applicable) |  | Date |

**EXHIBIT 2, continued**

|  |
| --- |
| **BOX B – CURRENT BUSINESS ENTITY STATUS** |

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

|  |  |  |
| --- | --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Authorized Business Entity Representative’s Name |  | Authorized Business Entity Representative’s Signature |

(Please Print)

|  |  |  |
| --- | --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Business Entity Name  |  | Date |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  |
| E-Mail Address  |  |  |

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

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

**EXHIBIT 2, continued**

**AFFIDAVIT OF WORK AUTHORIZATION:**

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

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

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

|  |  |  |
| --- | --- | --- |
| Authorized Representative’s Signature |  | Printed Name |
|  |  |  |
|  |  |  |
| Title |  | Date |
|  |  |  |
|  |  |  |
| E-Mail Address |  | E-Verify Company ID Number |

Subscribed and sworn to before me this \_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am

 (DAY)(MONTH, YEAR)

commissioned as a notary public within the County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, State of

 (NAME OF COUNTY)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and my commission expires on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(NAME OF STATE) (DATE)

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Signature of Notary |  | Date |

**EXHIBIT 2, continued**

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

|  |
| --- |
| **BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS** |
| I certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following. * The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the Vendor’s name and the MOU signature page completed and signed by the Vendor and the Department of Homeland Security – Verification Division
* A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University**\* to Which Previous E-Verify Documentation Submitted: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)**Date** of Previous E-Verify Documentation Submission: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(if known) |
|  |  |  |  |  |
|  | Authorized Business Entity Representative’s Name (Please Print) |  | Authorized Business EntityRepresentative’s Signature |  |
|  |  |  |  |  |
|  | E-Verify MOU Company ID Number |  | E-Mail Address |  |
|  |  |  |  |  |
|  | Business Entity Name |  | Date |  |
|  |  |  |  |  |
| **FOR STATE USE ONLY** |  |  |  |
| Documentation Verification Completed By: |  |  |  |
|  |  |  |  |  |
|  | Procurement Staff |  | Date |  |
|  |

# EXHIBIT 3

**VENDOR INFORMATION**

#### The Vendor should provide the following information about the Vendor’s organization:

#### Provide a brief company history, including the founding date and number of years in business as currently constituted.

#### Describe the nature of the Vendor’s business, type of services performed, etc. Identify the Vendor’s website address, if any.

#### Describe the structure of the organization including any board of directors, partners, top departmental management, corporate organization, corporate trade affiliations, any parent/subsidiary affiliations with other firms, etc.

**EXHIBIT\_4**

**CURRENT/PRIOR EXPERIENCE**

The Vendor should copy and complete this form documenting the Vendor and subcontractor’s current/prior experience considered relevant to the services required herein. In addition, the Vendor is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

|  |
| --- |
| **Vendor Name or Subcontractor Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Reference Information (Current/Prior Services Performed For:)** |
| Name of Reference Company: |  |
| Address of Reference Company* Street Address
* City, State, Zip
 |  |
| Reference Contact Person Information:* Name
* Phone #
* E-mail Address
 |  |
| Dates of Services: |  |
| If service/contract has terminated, specify reason: |  |
| Dollar Value of Services |  |
| Description of Services Performed |  |

**EXHIBIT 5**

**EXPERTISE OF KEY PERSONNEL**

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

| **Title of Position:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| --- |
| **Name of Person**: |  |
| Educational Degree (s): include college or university, major, and dates |  |
| License(s)/Certification(s), #(s), expiration date(s), if applicable: |  |
| Specialized Training Completed. Include dates and documentation of completion: |  |
| # of years experience in area of service proposed to provide: |  |
| Describe person’s relationship to Vendor. If employee, # of years. If subcontractor, describe other/past working relationships |  |
| Describe this person’s responsibilities over the past 12 months. |  |
| Previous employer(s), positions, and dates |  |
| Identify specific information about experience in:  | Clearly identify the experience, provide dates, describe the person’s role and extent of involvement in the experience. |
| * Home and Community Base Services personal care programmatic experience in the State of Missouri.
 |  |

**Staffing Methodology**

|  |  |
| --- | --- |
| Describe the person’s planned duties/role proposed herein: |  |
| Specify the approximate number of hours per month this person is proposed for services |  |

**EXHIBIT 6**

**EXPERTISE OF PERSONNEL**

|  |  |
| --- | --- |
| **Personnel** | **Background and Expertise of Personnel and Planned Duties** |
| 1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Name)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Title)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Proposed Role/Function) |  |
| 2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Name)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Title) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Proposed Role/Function) |  |
| 3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Name)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Title) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Proposed Role/Function) |  |
| 4. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Name)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Title) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Proposed Role/Function) |  |
| 5. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Name)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Title) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Proposed Role/Function) |  |
| 6. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Name)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Title) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Proposed Role/Function) |  |

**EXHIBIT 7**

**MISCELLANEOUS INFORMATION**

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Are any of the Vendor’s proposed products and/or services being manufactured or performed at sites outside the United States? | Yes | \_\_\_\_ | No | \_\_\_\_ |
| If YES, do the proposed products/services satisfy the conditions described in section 4 1., 2., 3., or 4. of Executive Order 04-09? (see the  following web link: <http://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp>) | Yes | \_\_\_\_ | No | \_\_\_\_ |
| If YES, mark the appropriate exemption below, and provide the requested details:\_\_\_\_ 1. Unique good or service.  * EXPLAIN:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_ 2. Foreign firm hired to market Missouri services/products to a foreign country.* Identify foreign country: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_ 3. Economic cost factor exists* EXPLAIN:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_ 4. Vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US.  * Identify maximum percentage of the overall value of the contract, for any contract period, attributed to the value of the products and/or services being manufactured or performed at sites outside the United States: \_\_\_%
* Specify what contract work would be performed outside the United States: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 |

## Employee Bid/Conflict of Interest:

|  |
| --- |
| Vendors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the Vendor or any owner of the Vendor’s organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information: |
| Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof: |  |
| If employee of the State of Missouri or political subdivision thereof, provide name of Department or political subdivision where employed: |  |
| Percentage of ownership interest in Vendor’s organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof: | \_\_\_\_\_\_\_\_\_\_% |

**EXHIBIT 7, continued**

## Registration of Business Name (if applicable) with the Missouri Secretary of State

The Vendor should indicate the Vendor’s charter number and company name with the Missouri Secretary of State.  Additionally, the Vendor should provide proof of the Vendor’s good standing status with the Missouri Secretary of State. If the Vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

|  |  |
| --- | --- |
| ***Charter Number (if applicable)*** | ***Company Name*** |
| If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption: |

**EXHIBIT 8**

**METHOD OF PERFORMANCE**

The Vendor should present a written plan for performing the requirements specified in this IFB. In presenting such information, the Vendor should specifically address each of the following issues:

#### In presenting the method of performance, the Bidder should submit or describe the following:

#### Describe how the Vendor will create a Basic Personal Care Training in accordance with the minimum length of time and Missouri Code of State Regulations requirements.

#### Describe how the Vendor will create a In-Service Training in accordance with the minimum length of time and Missouri Code of State Regulations requirements.

#### Describe how the Vendor will create a Advanced Personal Care Training in accordance with the minimum length of time and Missouri Code of State Regulations requirements.

#### Describe how the Vendor will provide consulting on related to the collaboration of these training materials along with the additional training materials to develop one (1) standardized training for personal care training providers to use.

#### Organizational Chart - The Vendor should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The organizational chart should include (1) The relationship of service personnel to management and support personnel, (2) The names of the personnel and the working titles of each, and (3) Any proposed subcontractors including management, supervisory, and other key personnel.

#### The organizational chart should outline the team proposed for this project and the relationship of those team members to each other and to the management structure of the Vendor’s organization.

#### Economic Impact to Missouri - the Vendor should describe the economic advantages that will be realized as a result of the Vendor performing the required services. The Vendor should respond to the following:

#### 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.

**EXHIBIT 9**

**PARTICIPATION COMMITMENT**

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

| **Organization for the Blind/Sheltered Workshop Commitment Table** |
| --- |
| * The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.
* The Vendor must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal, at a minimum, the greater of $5,000 or 2% of the total dollar value of the contract for purchases not exceeding $10 million.
* The Vendor may propose more than one organization for the blind/sheltered workshop as part of the Vendor’s total committed participation. However, the services performed or products provided must still meet the requirements noted herein.
 |
| **Name of Organization for the Blind or Sheltered Workshop Proposed** | **Committed Participation**($ amount or % of total value of contract) | **Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop***The Vendor should also include the paragraph number(s) from the IFB which requires the product/service the organization for the blind/sheltered workshop is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.* |
| 1. | **%** | Product/Service(s) proposed: |
| IFB Paragraph References: |
| 2. | **%** | Product/Service(s) proposed: |
| IFB Paragraph References: |
| **Total Blind/Sheltered Workshop Percentage:**  | **%** |  |

**EXHIBIT 9, (continued)**

**PARTICIPATION COMMITMENT**

| **SDVE Participation Commitment Table** |
| --- |
| * The services performed or the products provided by the listed SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.
* The Vendor must either be an OEO-certified SDVE or must be proposing to utilize an OEO-certified SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.
* The Vendor may propose more than one OEO-certified SDVE as part of the Vendor’s total committed participation. However, the services performed or products provided must still meet the requirements noted herein.
 |
| **Name of Each Qualified Service-Disabled Veteran Business Enterprise (SDVE) Proposed** | **Committed Percentage of Participation for Each SDVE**(% of the Actual Total Contract Value) | **Description of Products/Services to be Provided by Listed SDVE***The Vendor should also include the paragraph number(s) from the IFB which requires the product/service the SDVE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.* |
| 1. | % | Product/Service(s) proposed: |
| IFB Paragraph References: |
| 2. | % | Product/Service(s) proposed: |
| IFB Paragraph References: |
| **Total SDVE Percentage:**  | **%** |  |

EXHIBIT 10

**DOCUMENTATION OF INTENT TO PARTICIPATE**

If the Vendor is proposing to include the participation of an Organization for the Blind/Sheltered Workshop and/or qualified Service-Disabled Veteran Business Enterprise (SDVE) in the provision of the products/services required in the IFB, the Vendor must either provide this Exhibit or letter of intent, recently signed by each organization documenting the following information with the Vendor’s bid.

*~ Copy This Form For Each Organization Proposed ~*

|  |  |
| --- | --- |
| Vendor Name: |  |

**This Section To Be Completed by Participating Organization:**

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

|  |
| --- |
| Indicate appropriate business classification(s): |
|  | Organization for the Blind |  | Sheltered Workshop |  | SDVE |

|  |  |
| --- | --- |
| Name of Organization: |  |
| (Name of Organization for the Blind or Sheltered Workshop or SDVE) |
| Contact Name: |  | Email: |  |
| Address (If SDVE, provide MO Address): |  | Phone #: |  |
| City: |  | Fax #: |  |
| State/Zip: |  | Certification # |  |
| SDVE’s WebsiteAddress: |  | Certification Expiration Date: | (or attach copy of certification) |
| Service-Disabled Veteran’s (SDV) Name: |  | SDV’s Signature: |  |

(Please Print)

**PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE**

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

|  |
| --- |
|  |
|  |

**Authorized Signature:**

|  |  |  |
| --- | --- | --- |
|  |  |  |
| *Authorized Signature of Participating Organization**(Organization for the Blind Sheltered Workshop or SDVE)* |  | *Date* |

**EXHIBIT 10 (continued)**

**DOCUMENTATION OF INTENT TO PARTICIPATE**

**MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE**

Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Division of Purchasing (Purchasing) has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs).

**DEFINITION – QUALIFIED SDVE:**

The following definitions shall be used in determining whether an individual, business, or organization qualifies as an SDVE:

* In order to be considered a qualified SDVE for purposes of this IFB, the Vendor must be certified as an SDVE by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the IFB opening date.
* Doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
* Having not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs. (An SDV is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans’ affairs.);
* Having the management and daily business operations controlled by one (1) or more SDVs; and
* Possessing the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

|  |
| --- |
| **SDVE Preference Response: The Vendor should check the appropriate statement below indicating whether the Vendor is an OEO certified SDVE at the time of the IFB opening date. If neither statement is checked, the Vendor will not be eligible for SDVE preference consideration.** |

* No, the Vendor submitting the response to the IFB is not an OEO-certified SDVE at the time of the response opening date. (Not eligible for SDVE preference)
* Yes, the Vendor submitting the response to the IFB is an OEO-certified SDVE at the time of the response opening date. (Eligible for SDVE preference)

STATE OF MISSOURI

DEPARTMENT OF HEALTH AND SENIOR SERVICES

### **TERMS AND CONDITIONS**

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed addendum prior to the effective date of such change.

**1. APPLICABLE LAWS AND REGULATIONS**

a. The contract shall be construed according to the laws of the State of Missouri (state). 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 state.

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.

1. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
2. The Contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

**2. INVOICING AND PAYMENT**

a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.

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 state.

d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.

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.

g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

**3. 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.

**4. 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.

**5. CONFLICT OF INTEREST**

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

**6. WARRANTY**

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 state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. 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.

**7. 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.

**8. CANCELLATION OF CONTRACT**

a. In the event of material breach of the contractual obligations by the Contractor, the state may cancel the contract. At its sole discretion, the state 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 state 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 state will issue a notice of cancellation terminating the contract immediately. If it is determined the state improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.

c. If the state cancels the contract for breach, the state 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 state 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.

**9. BANKRUPTCY OR INSOLVENCY**

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 state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

**10. 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.

**11. 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 Vendors for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the Contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

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 state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state 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.

**12. 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).

13. 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.

1. **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.