**State of Missouri**

**DEPARTMENT OF HEALTH AND SENIOR SERVICES**



Invitation for Bid (IFB) for Auditing Services.

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| --- | --- |
| **SOLICITATION NO.:** | **DHSS-FY25-0050-SL** |
| **ISSUE DATE:** | **June 11, 2025** |
| **CONTRACT PERIOD:** | **September 1, 2025 through August 31, 2026** |
| **TRACKING NO.:** | **57486** |

**BID DUE NO LATER THAN: July 9, 2025 AT 3:00 PM CENTRAL TIME**

Response should be submitted electronically through MissouriBUYS, powered by MOVERS, at [https://missouribuys.mo.gov](HTTPS://MISSOURIBUYS.MO.GOV)but may respond by hard copy (see mailing instructions below)

**MAILING INSTRUCTIONS:** Print or type **IFB Number** and **Return Due Date (End Date)** on the lower left hand corner of the envelope or package. Bids must be in the Department of Health and Senior Services office 920 Wildwood Dr., Jefferson City, MO 65109 by the end 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

**IFB CONTACT INFORMATION:**

**PROCUREMENT OFFICER:** Nathan Ridenhour

**PHONE NO.:** (573) 751-6026

**EMAIL:** [Nathan.Ridenhour@health.mo.gov](mailto:Nathan.Ridenhour@health.mo.gov)

See “**IFB Questions**” in Section 1 for appropriate communications during the procurement process.

**DELIVER SUPPLIES/SERVICES FREE ON BOARD (FOB) DESTINATION TO THE FOLLOWING ADDRESS:**

**Missouri Department of Health and Senior Services**

**Division of Senior and Disability Services**

**Financial Support Unit**

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

**ATTENTION:**

1. After reviewing the Invitation for Bid (IFB), the Vendor must complete and return **Exhibit 1, Bid Signature Page and all other necessary exhibits**.
2. Due to lead times for obtaining the information needed to complete the various **Business Compliance** **Exhibits** herein as explained in the IFB’s Vendor Response Exhibits, Vendors are encouraged to IMMEDIATELY begin securing these verifications.
3. The Vendor must be registered in MissouriBUYS , powered by MOVERS in a **“Prospective” or “Spend Authorized” registration status to submit a response**. The Vendor must achieve “**Approved” registration status** in MissouriBUYS (WebProcure/Proactis) and **“Spend Authorized” registration status** in MissouriBUYS, powered by MOVERS **to be considered for a contract award**. Reference Section 5.

**IFB Organization:**

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| --- | --- | --- |
| IFB Sections | Section 1 | Introduction and Background Information Section |
| Section 2 | Scope of Work Section |
| Section 3 | Terms and Conditions Section |
| Section 4 | General Contractual Requirements Section |
| Section 5 | Vendor Submission, Evaluation, and Award Information Section |
| IFB  Attachments | Attachment A | Certifications and Special Provisions |
| Attachment B | Business Associate Provisions |
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| IFB Vendor Response Exhibits  **(Return these exhibits with the bid)** | Exhibit 1 | Bid Signature Page |
| Exhibit 2 | Bid Submittal Checklist |
| Exhibit 3 | Pricing Page |
|
| Exhibit 4 | Technical Bid –Experience of Organization and Past Performance |
| Exhibit 5 | Technical Bid – Personnel Qualifications |
| Exhibit 6 | Technical Bid – Methodology |
| Exhibit 7 | Participation Commitment |
| Exhibit 8 | Documentation of Intent to Participate |
| BUSINESS COMPLIANCE EXHIBITS | |
| Exhibit 9 | State of Missouri Tax Compliance |
| Exhibit 10 | Registration of Business Name with the Missouri Secretary of State |
| Exhibit 11 | Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization |
|
| Exhibit 12 | Services Outside the United States |
| Exhibit 13 | Employee/Conflict of Interest |

# INTRODUCTION AND BACKGROUND INFORMATION SECTION

## Introduction:

### Purpose: This document constitutes a request for competitive, sealed bids for the provision of providing auditing services for the City of St. Louis Area Agency on Aging as set forth herein for Department of Health and Senior Services (hereinafter referred to as “Department/state agency”).

## Background and Historical Usage Information:

### The Department has designated ten (10) Area Agencies on Aging (AAA). Each AAA, including the City of St. Louis AAA, is responsible for providing needed services to the elderly in their designated service area.

### The following is information specific to St. Louis AAA:

#### The St. Louis AAA employed approximately eighteen (18) staff during the audit period.

#### Employees are paid biweekly.

#### The St. Louis AAA is a unit within the City of St. Louis government and does not directly operate any bank accounts.

#### Transactions are processed by the City of St. Louis centralized Enterprise Resource Planning (ERP) Oracle accounting system.

#### The St. Louis AAA tracks grant activities via Excel based spreadsheets and reconciles to the AIMS system on a monthly basis.

#### Financial Statements are produced on a monthly basis, but do not include a Balance Sheet or a Statement of Revenues and Expenditures.

#### The St. Louis AAA has a defined benefit pension plan, administered by the Board of Trustees of the Employees Retirement System of the City of St. Louis.

#### The most recently completed single audit for the St. Louis AAA can be found by searching for the St. Louis Area Agency on Aging Auditee name, for the audit period ending June 30, 2024, in the State of Missouri at the following web address:

## <https://harvester.census.gov/facdissem/SearchResults.aspx>

### 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.

* 1. **Current and/or Previous Contract Information:** 
     1. A current contract(s) exist(s) for the products and/or services being obtained via this IFB.
     2. A copy of the contract can be requested at <https://health.mo.gov/about/sunshine-requests.php>. Please reference the contract number KQ220050857 when requesting this document.
     3. State Expenditures: The Missouri Accountability Portal (MAP) located on the Internet at: http://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 site information and disclaimer links: <https://mapyourtaxes.mo.gov/MAP/Help/MapExpendituresHelp.htm> and <https://mapyourtaxes.mo.gov/MAP/Help/MapExpendituresHelp.htm#disclaimer>. Then search by the contract numbers shown above when searching for the financial information.

## IFB Questions:

### Procurement officer is Single Point of Contact for Solicitation: Vendors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the IFB, the evaluation, etc., to the procurement officer indicated on the first page of this IFB. It is preferred that questions be emailed to the procurement officer.

#### Except as noted herein, Vendors and their agents are instructed not to contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Vendors can be sanctioned for unauthorized contact with any evaluator under 1 Code of State Regulation (CSR) 40-1.060(8)(G) and (H) available at <http://www.sos.mo.gov/adrules/csr/csr.asp>.

### Vendor is Responsible for Asking Questions About 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, (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 response.

### Vendor Question Deadline: Every attempt shall be made to ensure that the Vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all Vendors will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. All questions and issues should be submitted no later than ten (10) calendar days prior to the bid end date and time of the bid. If not received prior to ten (10) calendar days before the bid end date and time, the Department may not be able to fully research and consider the respective questions or issues.

### State’s Response to Vendor Questions: 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 amendment(s); if the Department determines the questions and issues did not provide further clarity to the IFB, the Department will notify the Vendor, and no IFB amendment will be provided. All Vendors will be advised of any change to the IFB’s language, specifications, or requirements by a formal amendment to the IFB. There will be no posted written records of the questions/communications (i.e., formal question/answer document).

### IFB is State’s Only Official Position: The only official position of the State of Missouri shall be that which is contained in the IFB and any amendments thereto.

## Amendments:

### If the Department determines that changes to the IFB are necessary, the resulting changes will be included in a subsequently issued IFB amendment(s) prior to the bid end date and time.

## Glossary of Terms and Acronyms:

### Whenever the following terms and acronyms appear in the IFB document or any amendment thereto, the definitions or meanings described below shall apply.

### General Glossary, Acronyms, and Abbreviations:

#### **Agency and/or State Agency/Department** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased. The Department is also responsible for payment, unless otherwise specified herein. Note: The terms “Department”, “state agency”, “state”, and “State of Missouri” are used interchangeably throughout the document and have the same meaning.

#### **Amendment** means a written, official modification to a solicitation or contract.

#### **Attachment** applies to all documents which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.

#### **Bid End Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.

#### **Procurement officer** means the procurement staff member of the Department.

#### **Code of State Regulation (CSR)** contains the current administrative rules of executive agencies of Missouri government. The regulations are arranged by agency rather than by subject.

#### **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.

#### **Contractor** means a Supplier, bidder, person, or organization who is a successful Vendor as a result of an IFB and who enters into a contract.

#### **Exhibit** applies to forms which are included with an IFB for the Vendor to complete and submit with their response prior to the specified end date and time.

#### **Invitation for Bid (IFB)** means the solicitation document issued by the Department to potential Vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes the following sections: Introduction and Background Information; Scope of Work; Terms and Conditions (“terms and conditions” and “Terms and Conditions” are used interchangeably throughout the IFB); General Contractual Requirements; and Vendor Submission, Evaluation, and Award Information; and the IFB Vendor Response Exhibits, Attachments, and Amendments of the IFB.

#### **May** means that a certain feature, component, or action is permissible, but not required.

#### **Must** means that a certain feature, component, or action is a mandatory condition.

#### **Party** refers to either the State of Missouri or the Contractor as an entity that may enter into a contract pursuant to the terms herein.

#### **Pricing Page(s)** applies to the form(s) on which the Vendor must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the Vendor with the response prior to the specified bid end date and time.

#### **Purchase Order** means the authorized document issued by the state agency to the Contractor indicating descriptions, quantities, and agreed prices for products and/or services.

#### **Reasonable, Necessary or Proper** as used herein shall be interpreted solely by the State of Missouri.

#### **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of the Department.

#### **Shall** has the same meaning as the word must.

#### **Should** means that a certain feature, component and/or action is desirable but not mandatory.

#### **State** collectively referring to the state government and/or the agencies thereof.

#### **Supplier** has the same meaning as the word, Vendor.

#### **Vendor** means the Supplier, bidder, person, or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.

## Accuracy of Background Information:

### Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this IFB.

**\*\*\*\*END OF INTRODUCTION AND BACKGROUND INFORMATION SECTION\*\*\*\***

# SCOPE OF WORK SECTION

## General Requirements:

### The Contractor shall provide auditing services for the Department in accordance with the provisions and requirements stated herein and to the sole satisfaction of the state agency.

### The Contractor shall either provide the services directly or shall provide a person/personnel who must comply with the requirements stated herein. Therefore, references to “the Contractor” throughout this document shall also be deemed to include the person/personnel provided by the Contractor.

### The Contractor shall comply with applicable Federal Funds Requirements, as amended by the federal government, which may include some or all of the paragraphs contained in Attachment A, Certifications and Special Provisions, which is attached hereto and incorporated by reference as if fully set forth herein, or other requirements identified by the federal government.

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

Program Name: Financial Support Unit

Program Contact: Mariam Ahmedbani

Address: 912 Wildwood Drive

Phone: (573) 526-4023

Email: [Mariam.Ahmedbani@health.mo.gov](mailto:Mariam.Ahmedbani@health.mo.gov)

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

## Minimum Experience Requirements:

### The Contractor service must meet or exceed the following minimum experience requirements at the time of bid submission and for the duration of the contract:

#### The Contractor shall have two (2) years’ experience in governmental entity audits.

#### The Contractor shall have two (2) years’ experience for non-profit entity audits.

## Personnel Qualifications:

### The Contractor’s personnel shall have the following experience to perform the contract requirements:

#### The Contractor’s personnel shall have three (3) years of experience in conducting audits for government and non-profit organizations.

#### The Contractor’s personnel conducting audits shall have an active Certified Public Accountant license.

#### Contact Person: The Contractor shall designate a contact person who shall serve as the Contractor’s contact and shall be the liaison between the Contractor and the state agency. By no later than five (5) state business days after authorization by the state agency to proceed with services, the Contractor shall provide the state agency with the name, address, email address, and telephone number of the Contractor’s contact person. The Contractor’s contact person shall (1) oversee all services being provided, (2) assume responsibility and liability for services performed per the contract, and (3) serve as the primary point of contact with the state agency.

## Technical Requirements:

### The Contractor shall conduct the audit(s) for the period July 1 through June 30 of the state fiscal year prior to the state fiscal year during which the contract is effective.

#### The initial audit shall be for the period July 1, 2024 through June 30, 2025.

### The Contractor shall conduct an audit entrance conference with the AAA prior to commencement of the audit field work.

#### The scheduling of the entrance conference shall be mutually agreed upon by the AAA and the Contractor.

### The Contractor shall verbally inform the Department immediately upon any indication of unauditable records and/or circumstances requiring audit adjustments.

#### Any such verbal communication(s) must be immediately followed by concurrent written notification to the Department, the State Auditor's Office, and both the Executive Director and the Board Chairperson of the appropriate AAA.

### The Contractor shall verbally inform the Department immediately upon any indication of defalcation, fraud, abuse, illegal acts, or other irregularities, including all questioned costs found as a result of these acts.

#### Any such verbal communication(s) must be immediately followed by concurrent written notification to the Department, the State Auditor's Office, AAA Executive Director and at least one level above the AAA Executive Director.

### Unless a written extension is granted by the Department, the Contractor shall file the audit and all required disclosures with the Office of Management and Budget (OMB) Clearing House no later than March 31, of each contract period.

### Unless a written extension is granted by the Department, the Contractor shall provide all reports to the Department within thirty (30) calendar days after filing the audit and all required disclosures with the OMB Audit Clearing House.

### The Contractor shall conduct an audit exit conference with the Department and the appropriate AAA board of directors and staff.

#### The Contractor must present all final signed auditor report documents at the exit conference.

### In the event that any changes are made to the most recently presented final signed auditor report documents, the Department reserves the right, at its sole discretion, to require the Contractor to conduct additional audit exit conferences with the appropriate AAA board of directors and staff.

#### If the Department exercises its right pursuant to above, the Contractor must present at any such additional audit exit conference(s) all corrected, revised, and/or amended final signed auditor report documents to the appropriate AAA board of directors and staff.

### The scheduling of all required audit exit conferences shall be mutually agreed upon by the Department, the AAA, and the Contractor.

### The location of all such audit exit conferences shall be within the city in which the central office of the AAA is located unless other arrangements are mutually agreed upon by the AAA and the Contractor.

### The Contractor shall agree and understand that the Department and the State Auditor's Office or their designee, shall have the right to access and review any and all work papers developed as a result of the audit.

### The Contractor shall prepare the Internal Revenue Service (IRS) Form 990 tax return for the AAA.

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

## Performance Requirements:

### Background Checks: Prior to providing services under the contract, the contractor must ensure personnel (including any third-party personnel) pass standard background checks equal to those required by the State of Missouri for employees, and if required by the state to address an audit, the contractor must attest whether all applicable employees passed background checks performed in accordance with the contractor’s standard background check process. The contractor shall be responsible for all costs associated with background checks. The state agency reserves the right to require the contractor to provide evidence of employees and all sub-contractors and their employees passing a background check. Link to MSHP Criminal Record Check website: <http://www.mshp.dps.missouri.gov/MSHPWeb/PatrolDivisions/CRID/crimRecChk.html>. The standard background check shall be a nationwide fingerprint check through Missouri State Highway Patrol completed at a frequency determined by the state.

## Other Requirements:

### Publicity: Any publicity release mentioning contract activities shall reference the contract number and the state agency. Any publications, including audiovisual items produced with contract funds, shall give credit to the contract and the state agency. The Contractor shall obtain approval from the state agency prior to the release of such publicity 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).

### 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.

### Contract Monitoring: The state agency reserves the right to monitor the contract throughout the effective period of the contract to ensure financial and contractual compliance. If the state agency determines the Contractor to be at high-risk for non-compliance, the state agency shall have the right to impose special conditions or restrictions. Written notification will be provided to the Contractor of the determination of high-risk and of any special conditions or restrictions to be imposed. The special conditions or restrictions may include, but not limited to, those conditions specified below:

#### Withholding authority to proceed to the next phase of the project until the state agency receives evidence of acceptable performance within a given contract period;

#### Requiring additional, more detailed financial reports or other documentation;

#### Additional contract monitoring;

#### Requiring the Contractor to obtain technical or management assistance; and/or

#### Establishing additional prior approvals from the state agency.

### Retention of Records and Documents: Unless specified in writing as a shorter period of time, the Contractor shall preserve and make available with no limitation all books, documents, papers, and records involving transactions related to the contract for a period of ten years from the date of the cancellation, expiration, or termination of the contract.  Records and supporting documentation under audit or involved in litigation shall be kept for two years following the conclusion of the litigation or audit.  During the contract period, access to these items shall be provided through a vehicle specified by the state agency.  During the post contract period delivery and access to these items shall be at no cost to the state agency.

### Records: The Contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with accepted standard accounting principles or International Financial Reporting Standards (IFRS).

#### Once annually, or otherwise as reasonably required by the state, the Contractor shall make all such records, books, and other documents relevant to the contract available to the state, its designees, and the Missouri State Auditor in a commercially reasonable format acceptable to the state at all reasonable times during the term of the contract and for three (3) years after the cancellation, expiration, or termination of the contract or for any longer period of time required by law. The state will provide a minimum of fourteen (14) calendar days’ notice and will coordinate with the Contractor regarding the scope of the audit.

#### The Contractor shall permit the Missouri State Auditor’s Office, federal auditors and authorized representatives of the State of Missouri to perform an independent audit or examine, copy, or investigate any of the Contractor’s records, procedures, books, documents, papers, and records recording receipts and disbursements of any of the funds paid to the Contractor only for services performed under the contract. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented. Any audit exception noted by auditors shall not be paid by the state and shall be the sole responsibility of the Contractor. However, the Contractor may contest any such exception by any legal procedure.

#### The state shall not designate any individual, entity, or firm to conduct the audit that is a competitor of the Contractor. Any audit conducted or records reviewed under this provision shall be limited to services provided to State of Missouri and shall not require the Contractor to disclose information pertaining to any other customer or client of the Contractor.

#### The services required herein are not intended to be an audit, examination, attestation, special report or agreed-upon procedures engagements as those services are defined in the American Institute of Certified Public Accounts (AICPA) literature applicable to such engagements conducted by independent auditors. Accordingly, these services shall not result in the issuance of a written communication to third parties by the Contractor directly reporting on financial data or internal control or expressing a conclusion or any other form of assurance. The Contractor shall maintain a copy of the work products for documentation purposes for the AICPA.

## Budget:

### The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the budget categories stated on the Pricing Page, Exhibit 3, which is attached hereto and is incorporated by reference as if fully set forth herein.

### The Department reserves the right to reallocate or reduce contract funds at any time during the contract period due to underutilization of contract funds or changes in the availability of program funds. The Department will provide the Contractor with thirty (30) days prior written notification of any reallocation.

### If the Contractor identifies specific needs within the Scope of Work, the Contractor may rebudget up to 10% of the total budget between object class categories of the budget without obtaining prior written approval of the Department. The Contractor and the Department must agree to a written contract amendment for any other rebudgeting.

### Indirect costs

#### Indirect costs are those associated with the management and oversight of any organization’s activities and are a result of all activities of the Contractor. Indirect costs may include utilities, rent, administrative salaries, financial staff salaries, and building maintenance.

#### The Contractor shall not bill the Department for indirect costs that exceed the Contractor’s federally negotiated rate or, if no rate exists, then the Contractor shall not exceed 15% of the modified total direct costs as defined in 2 CFR § 200.1.

##### Modified Total Direct Cost Method (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $50,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of $50,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

#### It is the Contractor’s responsibility to correctly apply the indirect rate to the applicable direct costs claimed on each invoice.

#### In the event the Contractor’s approved federally negotiated rate changes, the Contractor shall submit the new negotiated agreement to the Department at [monitoring@health.mo.gov](mailto:monitoring@health.mo.gov) prior to submitting an invoice using the new rate.

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

### The Contractor shall invoice and be reimbursed for actual and reasonable travel expenses either at the Contiguous US Per Diem Rates (CONUS) or the travel reimbursement rates set by the Contractor’s written travel policy, whichever is lower.

#### The Contractor must have the prior written approval of the Department for any travel related expenses which may exceed the CONUS rates.

#### The Contiguous US Per Diem Rates (CONUS) can be found by clicking on the link for “Per Diem Rates” at the following Internet address: <http://www.gsa.gov>.

### The Contractor shall follow competitive procurement practices.

## Electronic Funds Transfer, Invoicing, and Payment Requirements:

### Electronic Funds Transfer (EFT): The State of Missouri will submit contract payments to the Contractor at the remittance address listed in the Contractor’s MissouriBUYS (WebProcure/Proactis) Vendor registration. However, the Contractor understands and agrees 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>.

### Invoicing: The Contractor shall submit an itemized invoice thirty (30) days after the Department’s acceptance of the audit. The Contractor shall perform the services prior to invoicing the state agency.

#### The Contractor shall invoice the Department on the Contractor’s original descriptive business invoice form and submit the invoice to the following address:

Missouri Department of Health and Senior Services

Bureau Senior and Disability Services

P.O. Box 570

Jefferson City, MO 65102-0570

Or email: [Mariam.Ahmedbani@health.mo.gov](mailto:Mariam.Ahmedbani@health.mo.gov)

#### The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice and shall include on the invoice the remittance address listed in the Contractor’s MissouriBUYS (WebProcure/Proactis) Vendor registration.

#### The invoice number will be listed on the state’s EFT amendment record to enable the Contractor to properly apply state payments to invoices. The Contractor must comply with all other invoicing requirements stated in the IFB.

#### The Contractor shall not invoice federal or state taxes unless otherwise required under law or regulation.

### Payment:

#### Payments are due upon receipt of a valid itemized invoice, payable in 30 calendar days. 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.

#### 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.

#### The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.

#### 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.

#### The Contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri’s central accounting system (SAM II) on the Vendor Services Portal at [https://www.Vendorservices.mo.gov/Vendorservices/Portal/Default.aspx](https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx).

### Inspection and Acceptance Specifications: For purposes of acceptance, no equipment, supplies, and/or services received by the state pursuant to a contract shall be deemed accepted until the state has had reasonable opportunity to inspect said equipment, supplies, and/or services.

#### 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 by the state. 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.

#### 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.

#### 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.

### If the state agency denies a request by the Contractor for payment, the state agency 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 state agency the Contractor, upon notification by the state agency, shall provide the state agency (1) with a check payable as instructed by the state agency or (2) deduct the overpayment from the invoice(s) as requested by the state agency.

### The total payments and reimbursements to the Contractor for all services and expenses shall not exceed the guaranteed not to exceed total price stated on the Exhibit 3, Pricing Pages.

### 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](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 in the contract, no other payments or reimbursements shall be made to the Contractor.

**\*\*\*\*END OF SCOPE OF WORK SECTION\*\*\*\***

# TERMS AND CONDITIONS SECTION

## Applicable Laws and Regulations:

### The contract shall be construed according to the laws of the State of Missouri. The Contractor and the State of Missouri must follow all applicable federal, state, and local laws and regulations that apply to the performance of the contract. 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 Department.

## Non-Discrimination and Affirmative Action:

### The Contractor must comply with applicable federal and state laws and regulations addressing discrimination in employment.

## 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), ADA is 42 U.S.C. section 1201, et seq.

## Authorized Personnel/E-Verify:

### 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.

### For work performed under the contract, the Contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws, including section 285.530, RSMo and Executive Order 07-13. If the Contractor employs personnel not authorized to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse, and to pursue any other remedies permitted by the contract or by applicable state or federal law.

### Prior to the performance of any services, a Contractor meeting the definition of a business entity in section 285.525, RSMo, shall maintain enrollment and participation in the E-Verify Federal work authorization program with respect to the employees hired after enrollment in the program for 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 enroll and participate in the E-Verify program.

### The Contractor shall only be required to provide the affidavits required in section 285.530.2, RSMo, to the state on an annual basis. [https://purch.oa.mo.gov/Vendor-information/affidavit-work-authorization-annual-renewal](https://purch.oa.mo.gov/vendor-information/affidavit-work-authorization-annual-renewal)

### The Contractor shall ensure that its subcontractors comply with section 285.530, RSMo.

## Business Associate Provisions:

### Some of the state agencies and the Contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein. The Contractor shall abide by a Business Associate Agreement. The state’s current Business Associate provisions are contained in Attachment B, which is attached hereto and incorporated by reference as if fully set forth herein. The final form and content of any required business associate agreement shall be mutually agreed upon by the state and the Contractor after award.

## Business Registration:

### The Contractor must meet the requirements for conducting business in the State of Missouri, prior to performance of services under the contract, and for the duration of the contract. 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. Such business requirements for formation and operation include, but are not limited to, those in Chapters 347-359, RSMo.

## Elected or Appointed Officials and Employees:

### 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.

## Indemnification:

### Unless expressly provided by Missouri law to the contrary, pursuant to the Constitution of the State of Missouri, Article III, section 39, subsections 2 and 5, the state shall not indemnify, hold harmless, or agree in advance to defend, any person or entity.

## Legal Proceedings:

### For any legal action or other proceedings, per section 27.050 and section 27.060, RSMo, the Missouri Attorney General is given the authority to represent the State of Missouri’s interests. The venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in circuit court for Cole County, Missouri or the United States District Court for the Western District of Missouri, Central Division.

### The Contractor and the state agree that if a dispute concerning the contract arises that the parties shall make an attempt to resolve the dispute through informal methods before initiating litigation.

### The State of Missouri does not agree to any arbitration. The State of Missouri does not voluntarily agree to the payment of attorneys’ fees. The state may, but is not required to, mediate any dispute arising under the contract, and any Vendor provisions requiring mediation or dispute resolution processes shall not be binding upon the state.

## Invoicing and Payment:

### Invoicing and payments must follow section 33.120, section 34.055, and section 8.960, RSMo. All payments shall be made in arrears, unless the requirements of 1 CSR 10-3.010 allow for advance payment of goods or services.

## Non-Appropriation of Funds:

### 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, have been withheld, or have been restricted, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or authority to spend. This includes, but is not limited to, the provisions of the Mo. Const. Article IV, sections 23, 27, 28 and in sections 33.030 and 33.065, RSMo and 1 CSR 10-3.010 (1)(B).

## Work Outside the United States:

### Unless work outside the United States is prohibited by the IFB, any work performed outside of the United States for the contract must comply with Executive Order 04-09.

## Open Records:

### Pursuant to section 610.021, RSMo, the contract and related documents are available for public review. Pursuant to section 610.021, RSMo, responses and related documents shall not be available for public review until after a contract is executed.

## Protests:

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

## Record Access:

### The Contractor shall grant the State Auditor access to records/items as stated in section 29.235, RSMo.

## State Preferences:

### If the Contractor’s awarded bid included state preferences, the Contractor must comply with the rules applicable to those preferences including:

#### Section 34.070 and section 34.073 RSMo for Missouri business preferences;

#### Section 34.074 RSMo and 1 CSR 40-1.050 for Service Disabled Veteran Enterprises;

#### Section 34.165 RSMo and 1 CSR 40-1.050 for Organizations for the Blind/Sheltered Workshops; and

## Taxes:

### 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. No contract shall be awarded to a Vendor that does not meet the conditions of section 34.040.7, RSMo.

**\*\*\*\*\*END OF TERMS AND CONDITIONS SECTION\*\*\*\*\***

# GENERAL Contractual REQUIREMENTS SECTION

## Contract Definition:

### A binding contract shall consist of the following documents:

#### the most current version of the IFB (including all Exhibits and Attachments included in the IFB) as amended by: IFB amendment(s) issued prior to bid closing, and contract amendment(s);

#### the most current version of the Contractor’s bid, state-requested clarification responses, and contract amendment responses; and

#### the Department’s acceptance of the response (bid) by “notice of award”.

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

### The Vendor’s response, whether responding to a mandatory requirement or a desired attribute, will be binding upon the Contractor in the event the Vendor’s response is accepted by the state and a contract is awarded.

### The Contractor further agrees that the language of the IFB shall govern in the event of a conflict with the Contractor’s response.

### The Contractor shall agree to furnish all awarded services specified in the contract, at the prices quoted therein.

### A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing services for the State of Missouri, the Contractor must receive a properly authorized purchase order or other form of written authorization to proceed from the state, such as an order form, (in addition to the Department’s “notice of award”).

### The Department will sign or “click-through” and accept agreements if required by the Contractor in order to receive services; however, all provisions of such agreements that conflict with the contract shall have no force or effect.

## Contract Amendment:

### All changes to the contract must be accomplished by a formal contract amendment executed by both the Contractor and the Department prior to the effective date of such change. No other means shall be used or construed as an amendment or modification to the contract.

## Contract Period:

### The original contract period shall be as specified on the cover page and the subsequent Notice of Award of the IFB.

### The parties may renew the agreement for two (2) additional one-year periods if mutually agreed to by both parties. Such renewal shall be accomplished in writing and must be signed by both parties.

#### If the option for renewal is exercised, the Contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page Analysis of the contract.

##### If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.

##### In addition, the Contractor shall understand and agree that renewal period price increases specified in the contract are not automatic. At the time of contract renewal, if the Department determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the Contractor, the contract may be terminated, and a new bid process may be conducted. The Contractor shall also understand and agree the Department may determine funding limitations necessitate a decrease in the Contractor’s pricing for the renewal period(s). If such action is necessary and the Contractor rejects the decrease, the contract may be terminated, and a new bid process may be conducted.

## Contract Pricing:

### All prices shall be firm, fixed, and as indicated in the **Exhibit 3, Pricing Pages**. The state shall not pay nor be liable for any other additional costs, including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, liquidated damages, attorney fees, etc.

### Renewal Pricing: If the option for renewal is exercised by the Department, the Contractor shall agree that the prices for the renewal period shall not exceed the prices for the applicable renewal period stated on the **Exhibit 3, Pricing Pages**.

#### If renewal prices are not provided with the accepted response, then prices during the renewal period shall be the same as the original contract period pricing.

#### In addition, the Contractor shall understand and agree that any renewal period increases specified in the contract are not automatic. At the time of contract renewal, if the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the Contractor, the contract may be terminated, and a new procurement process may be conducted. The Contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the Contractor’s pricing for the renewal period(s). If such action is necessary and the Contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

## Termination for Convenience:

### 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.

### The Contractor shall be entitled to receive compensation for services and supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

## Cancellation for Breach of Contract:

### In the event of material breach of the contractual obligations by the Contractor, the Department may cancel the contract. At its sole discretion, the Department may give the Contractor an opportunity to cure the breach or to explain how the breach will be cured. As specified by the Department, the actual cure must be completed within no more than ten (10) state business days from notification, or at a minimum the Contractor must provide the Department within ten (10) state business days from notification a written plan detailing how the Contractor intends to cure the breach.

### If the Contractor fails to cure the breach or if circumstances demand immediate action, the Department will issue a notice of cancellation terminating the contract immediately. If it is determined the Department improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.

### If the Department cancels the contract for breach, the Department reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Department deems appropriate and charge the Contractor for any additional costs incurred thereby.

* + 1. 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 or where the funds are withheld by the governor, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or due to the governor’s withholding.

## Contract Assignment:

### Any contract assignment, except as noted below, shall require prior written consent by the state, which shall not be unreasonably withheld. However, the Contractor may assign the contract without the state’s prior consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, contingent upon the assignee agreeing to be bound by all of the terms of the contract with the State of Missouri and all past due fees are paid in full. The Contractor must notify the Department of all contract assignments, which shall be addressed in a contract amendment. Any other means of assignment shall be void and of no effect. Subject to the foregoing, the contract shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

## Contractor Liability:

### The Contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the Contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the Contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

#### The Contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor under the terms of the contract.

#### The Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.

#### Under no circumstances shall the Contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state’s records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the Contractor is informed of their possibility.

## Insurance:

### The Contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract. Therefore, the Contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured. In the event any insurance coverage is cancelled, the state agency must be notified at least thirty (30) calendar days prior to such cancellation.

## Single Point of Contact and Responsibility:

### The Contractor shall be the single point of contact and shall be responsible for the contract regardless of any subcontract arrangements.

## Contractor Status:

### The Contractor shall be considered an independent Contractor and shall not represent itself, its employees, or its subcontractors to be employees of the State of Missouri. The Contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc.

## Subcontractors:

### Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the Contractor.

### The Contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.

### The Contractor shall understand and agree that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the Contractor of the responsibility for providing the products/services as described and set forth herein.

### Pursuant to subsection 1 of section 285.530, RSMo, no Contractor 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 or subcontractor of any tier shall not be liable when such Contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the Contractor and subcontractor affirmatively states that:

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

#### The Contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct 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.

## Participation by Other Organizations:

### 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 response. The Contractor must meet their participation commitment identified in their awarded response, regardless of the products and/or services purchased by the state from the contract.

#### 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 response. If the Contractor’s payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the Contractor from participating in future state procurements, or retain payments to the Contractor in an amount equal to the value of the 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 other organizations for the blind/sheltered workshops or other SDVEs to fulfill the participation requirements committed to in the Contractor’s awarded response.

##### 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 calendar days after the effective date of the first renewal period, 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 Contractor may use the affidavit available on the Division of Purchasing’s website at [https://purch.oa.mo.gov/Vendor-information](https://purch.oa.mo.gov/vendor-information) or another affidavit providing the same information.

## Substitution of Personnel:

### The Contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the response. 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 state agency. The Contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.

## Coordination:

### The Contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the Contractor progresses, advice and information on matters covered by the contract shall be made available by the Contractor to the state agency throughout the effective period of the contract.

## 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.

## Inventions, Patents, and Copyrights:

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

## Confidentiality and Security Documents:

### Neither party shall disclose or use any confidential information of the other party, except as reasonably necessary to perform its obligations or to exercise its rights pursuant to the contract or with the other party's prior written permission.

### If required by the state, the Contractor must sign specific documents regarding confidentiality, security, or other similar documents that align with the confidentiality and security terms in the contract upon request, concerning the services provided for in the contract, and are consistent with the terms of the contract. The Contractor shall have the opportunity to review, discuss, and approve the documents the Contractor must sign prior to signature. The Contractor shall ensure that its personnel, its subcontractors, and its subcontractors’ personnel adhere to the confidentiality and security required by the contract. Failure of the Contractor to sign such documents absent a good faith basis may be considered a breach of contract and subject to the cancellation provisions of this document.

### 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. 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 agree that the Department utilizing the Contractor’s services may be required to comply with 45 CFR 160 and 45 CFR 164, and that to achieve such compliance, the Contractor must appropriately safeguard Protected Health Information (as that term is defined in 45 CFR 164.501), which the Contractor receives from or creates or receives on behalf of the Department. In such situations and to provide reasonable assurance of appropriate safeguards, the Contractor shall be required to sign a Business Associate Agreement provided by the using Department.

## Force Majeure:

### Neither the state nor the Contractor shall be liable to the other for any failure or delay of performance of any obligations hereunder when such failure or delay shall have been wholly or principally caused by acts or events beyond the state’s or Contractor’s reasonable control. Both parties shall make all reasonable efforts to remove or eliminate such a cause of delay or default. Any party must give written notice of any Force Majeure event to the other party within a reasonable time period after its occurrence in order to receive the liability protections of this paragraph.

## Actions, Suits, or Proceedings:

### The Contractor must notify the State of Missouri immediately if the Contractor becomes aware of any action, suit, or proceeding, pending or threatened that will have a material adverse effect on Contractor’s ability to fulfill the obligations under the contract. The Contractor’s public filings with the United States Securities and Exchange Commission (SEC) shall meet the notice requirement set forth herein.

### Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the Department immediately.

## Warranties and Representations:

### The Contractor expressly warrants that all equipment, supplies, and/or services provided shall:

#### conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the Department,

#### be fit and sufficient for the purpose expressed in the IFB,

#### for any goods provided, be merchantable,

#### be of good materials and workmanship, and

#### be reasonably 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.

## Conflict of Interest:

### The Contractor agrees that during the term of the contract neither the Contractor nor any of its employees or subcontractors shall acquire any other contractual relationships which create any actual or perceived conflict of interest.

## Remedies and Rights:

### No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future contractual right and/or contractual remedy available by law in the event of any claim by the State of Missouri of the Contractor's default or breach of contract.

### The Contractor understands and agrees 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.

### The Contractor understands and agrees that the state reserves the right to consider the Contractor’s failure to perform requirements and commitments specified in the contract in future procurement evaluations.

## 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.

## Survivability of Terms:

### The contractual provisions as to definitions, indemnity, warranties, confidentiality, ownership, transition, data, security, examination and auditing, third party use, licenses, liability, insurance, governing law, venue, remedy, and assignment shall survive any payment for goods and services, expiration, termination or cancellation of the contract, and shall continue in full force and effect.

### 

**\*\*\*\*END OF GENERAL CONTRACTUAL REQUIREMENTS SECTION\*\*\*\***

# VENDOR submission, evaluation, and award information SECTION

## Bid Submission Overview:

### Vendors must examine the entire IFB carefully. Failure to do so shall be at the Vendor’s risk.

### Vendors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the IFB, the evaluation, etc., to the procurement officer of record indicated on the first page of this IFB. It is preferred that questions be emailed to the procurement officer.

### It is the Vendor’s responsibility to ask questions, request changes or clarifications, or otherwise advise the Department believes that any IFB provisions are: (1) ambiguous, (2) contradictory or arbitrary, (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. Likewise, if the IFB lacks needed clarity and will otherwise necessitate the inclusion of Vendor assumptions, Vendor should request an amendment to the IFB prior to the end date and time to identify needed information.

### All responses must (1) be submitted by a duly authorized representative of the Vendor’s organization, (2) contain all information required by the IFB, and (3) be priced as required.

### By submitting a bid, the Vendor agrees to furnish the equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.

### Bid responses, including all prices therein, shall remain valid for 90 calendar days from bid opening. If the bid is accepted and awarded, the entire response, including all prices, shall be firm for the specified contract period.

### All equipment and supplies offered in a bid response must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.

### The Department reserves the right to officially amend or cancel an IFB after issuance.

## Preparation of Bid:

### Business Compliance Pre-Work: Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits explained in the evaluation process section herein, Vendors are encouraged to IMMEDIATELY begin securing these verifications when preparing a bid response.

### IFB Vendor Response Exhibits: The Vendor must submit properly completed IFB Vendor Response Exhibits as their response. Each exhibit includes instructions outlining the information to be provided in response to the exhibit.

#### **Exhibit 1, Bid Signature Page,** which is attached hereto and incorporated by reference as if fully set forth herein, should be completed and placed at the beginning of the response to declare understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original IFB as modified by any IFB amendments. The remaining exhibits should be placed in sequential order after the **Exhibit 1, Bid Signature Page**.

#### Vendors do not need to return the IFB Sections or IFB Attachments contained herein with their response.

### Bid Preparation Costs: Any and all costs incurred by the Vendor in preparing or submitting a response shall be the Vendor's sole responsibility whether or not any award results from this IFB. The state shall not reimburse such costs.

### Bid Page Numbering: The response should be page numbered.

### Bid Font: The bid should be easily readable and legible fonts, 11 point or above, should be used. For graphics or illustrations within the bid, the font size may be smaller than 11 point.

### Embedded Files, Hyperlinks, and Video Clips: The Vendor should not include embedded files, hyperlinks, or video clips within their response to the IFB. In the event the Vendor provides embedded files, hyperlinks, or video clips, the Vendor shall understand the state is not obligated to consider such information in the evaluation of the Vendor’s response.

### Completeness of Bid: It is the Vendor's sole responsibility to submit complete and clear information in their bid in response to the IFB Vendor Response Exhibits. The state is under no obligation to solicit such information if it is not included in the Vendor's response. The Vendor's failure to submit such information may cause an adverse impact on the evaluation of their bid. Information not relevant to the requirements herein and to explaining the Vendor's proposed solution should be excluded from the Vendor's response.

## Compliance with Requirements, Terms and Conditions:

### Non-compliant bids shall be ineligible for award pursuant to 1 CSR 40-1.050(21) which, in part, states, “(21) Awards are to be made to the bidder/offeror whose bid/proposal complies with— (A) All mandatory specifications and requirements of the bid/proposal.” Therefore, taking exception to mandatory provisions of the IFB shall place the Vendor at risk for being non-responsive and ineligible for award.

### Bids which do not comply with the requirements and specifications are subject to rejection without clarification.

#### Exceptions to mandatory provisions of the IFB place the Vendor at risk for being non-responsive and ineligible for award.

#### Section 1 of the IFB provides required instructions for addressing IFB questions and requesting changes or clarifications to the IFB prior to the bid end date.

### The Vendor is cautioned when submitting pre-printed terms and conditions or other types of material to ensure such documents do not contain terms and conditions that conflict with those of the IFB and its contractual requirements.

### In the event that the Vendor is an agency of state, local, or federal government or 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 which 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, which 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. If the Department determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB.

### 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. In addition, the Department reserves the right to waive any minor irregularity or technicality found in any individual response.

## Foreign Vendors:

### Foreign Vendors who do not have an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must complete the appropriate IRS W-8 form (found on the www.irs.gov website) and must attach this completed and signed form when registering on the MissouriBUYS (<https://missouribuys.mo.gov>) website.

#### When submitting a response, the Vendors who do not have an IRS Employer Identification Number should attach a note to the front page of their response advising the Department if: (1) a completed and signed W-8 form is included with the response or (2) a completed and signed W-8 form is attached to their Vendor registration profile on the MissouriBUYS website.

#### Foreign Vendors that have an IRS Employer Identification Number may register as a Vendor on the MissouriBUYS (<https://missouribuys.mo.gov>) website by using the IRS Employer Identification Number assigned to their company and attaching a completed and signed IRS W-9 form to their Vendor registration profile. (Note: Attaching a completed and signed IRS W-8 form is not necessary.)

## Solicitation Response Submission Options:

### Vendors have the option of submitting their bid either as an electronic response or as a hard copy response. Instructions on how a registered Vendor responds to a bid on-line are available on the MissouriBUYS, powered by MOVERS website at: <https://missouribuys.mo.gov/media/pdf/movers-bid-response-instructions> (see Bid Response Instructions for MissouriBUYS, powered by MOVERS).

## Hard Copy Submission of Solicitation Response:

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### 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 bid submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.

#### The Vendor should include the solicitation number, company name, and a contact name on the hard copy bid documents.

#### The Vendor should include 3 additional copies along with their original bid. The front cover of the original bid should be labeled “original” and the front cover of all copies should be labeled “copy”.

#### In addition, the Vendor should include one (1) complete electronic copy of their bid, including any attachments, in a Microsoft compatible format on a password protected flash drive. The electronic copy of the bid should be in a searchable format to facilitate the evaluation process. The Vendor should provide the password for accessibility to the document(s).  The Vendor should ensure all media are identical to the Vendor’s hard copy original bid.

#### Recycled Products - The State of Missouri 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 Submission of Solicitation Response:

### In order for the Vendor to submit their bid in MissouriBUYS, powered by MOVERS in a “Prospective” or “Spend Authorized” registration status. The Vendor must achieve “Approved” registration status in MissouriBUYS (WebProcure/Proactis) and “Spend Authorized” registration status in MissouriBUYS, powered by MOVERS in order to be considered for a contract award. MissouriBUYS, powered by MOVERS is the State of Missouri’s web-based procurement system located at <https://www.missouribuys.mo.gov>. Detailed instructions pertaining to Vendor registration can be found at: [https://missouribuys.mo.gov/media/pdf/Vendor-registration-instructions](https://missouribuys.mo.gov/media/pdf/vendor-registration-instructions).

### THE REGISTERED VENDOR MAY SUBMIT THEIR SEALED BID ELECTRONICALLY THROUGH MISSOURIBUYS, POWERED BY MOVERS. All bids must (1) be submitted by a duly authorized representative of the Vendor’s organization, (2) contain all information required by the IFB, and (3) be priced as required. Unless the IFB specifies otherwise, no other means of bid submission, modification, or retraction or withdrawal shall be allowed.

* + - 1. Registered Vendors must submit their bid electronically through MissouriBUYS, powered by MOVERS by completing the applicable on-line pricing and by completing, attaching, and submitting all completed IFB Vendor Response Exhibits (including **Exhibit 1, Bid Signature Page** andall other exhibits) and all other contents of their 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, powered by MOVERS website at: <https://missouribuys.mo.gov/bid-board> (see Bid Response Instructions for MissouriBUYS, powered by MOVERS), at: [https://missouribuys.mo.gov/media/pdf/revise-and-retract-Supplier-response-movers](https://missouribuys.mo.gov/media/pdf/revise-and-retract-supplier-response-movers). Electronic responses shall not be submitted via email.
      2. The exhibits, forms, and Pricing Page(s) provided herein should be saved into a word processing document, completed by a registered Vendor, and then sent as an attachment to the electronic submission in MissouriBUYS, powered by MOVERS. Other information requested or required may be sent as an attachment in MissouriBUYS, powered by MOVERS. Be sure to include the solicitation number, company name, and a contact name on any electronic attachments. All of the Vendor’s response attachments should be searchable. Each attachment submitted in MissouriBUYS, powered by MOVERS must not exceed a 100MB file size.
         1. In the event the registered vendor attaches information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their proposal must be attached as a separate document and clearly marked as confidential along with an explanation of what qualifies the specific material to be held as confidential pursuant to the provisions of section 610.021, RSMo. The vendor's failure to follow these instructions shall relieve the state of any obligation to preserve the confidentiality of the documents.
      3. Faxed and emailed responses shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.
    1. The Vendor is solely responsible for ensuring timely submission of their electronic solicitation response.  Failure to allow adequate time prior to the bid end date and time 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.
    2. If a registered Vendor submits multiple responses in MissouriBUYS, powered by MOVERS and if such responses are not identical, the Vendor should explain which response is valid or if both responses are valid as alternative responses. In the absence of an explanation, the State of Missouri shall consider the response which serves its best interest to be valid.
    3. To ensure software compatibility with the MissouriBUYS, powered by MOVERS, the Vendor should submit the bid attachments in Microsoft Word, Microsoft Excel, or Adobe PDF. The Vendor should use the Microsoft Edge web browser when submitting their bid response in MissouriBUYS, powered by MOVERS. A Vendor’s failure to follow these instructions and instead use a different application or method for completion and submission of attachments could render some or all of the Vendor's response to be unreadable which could negatively impact the evaluation of the Vendor's response.
       1. If Vendor technical assistance is needed when submitting a bid response, contact [solicitations@oa.mo.gov](mailto:solicitations@oa.mo.gov).
    4. Responses may be modified on-line in MissouriBUYS, powered by MOVERS prior to the official end date and time. Other methods to request to modify a response prior to the official end date and time shall not be honored.

### To retract a bid response on-line in MissouriBUYS, powered by MOVERS, please see the Revise and Retract Supplier Response Online Reference Guide found at: [https://missouribuys.mo.gov/media/pdf/revise-and-retract-Supplier-response-movers](https://missouribuys.mo.gov/media/pdf/revise-and-retract-supplier-response-movers).

* + 1. A response may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the Vendor to the Division of Purchasing. Justification of withdrawal decision may include a significant error or exposure of response information that may cause irreparable harm to the Vendor.
    2. When submitting their electronic response, the registered Vendor indicates acceptance of all IFB requirements, terms and conditions by clicking on the "Accept" button on the Overview tab in MissouriBUYS, powered by MOVERS. Failure to do so may result in rejection of the response unless the Vendor’s full compliance with those documents is indicated elsewhere within the Vendor’s response.
    3. It shall be the sole responsibility of the Vendor to monitor the MissouriBUYS, powered by MOVERS Bid Board to obtain a copy of the IFB amendment(s). Registered Vendors who received e-mail notification of the bid opportunity when the IFB was established and registered Vendors who have responded to the IFB on-line prior to an amendment being issued should receive e-mail notification of the amendment(s). Registered Vendors who received e-mail notification of the bid opportunity when the IFB was established and registered Vendors who have responded to the bid on-line prior to a cancellation being issued should receive e-mail notification of a cancellation issued prior to the bid end date and time specified in the IFB. If the IFB is cancelled after the bid end date and time specified in the IFB, the procurement officer of record will send email notification to all Vendors that responded to the IFB informing them of the cancellation of the IFB.

## Bid Opening:

* + 1. Bid openings are public on the end date and at the opening time specified on the IFB document.

### Late Bid: Bids which are not received prior to the official bid end date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened and considered under extraordinary circumstances in accordance with 1 CSR 40-1.050.

## Award Determination:

### The contract shall be awarded to the lowest and best bid. The award shall be made to the lowest and best bid for the solution outlined above determined to serve the state’s best interests.

### Award shall be made to the Vendor whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the Vendor, and all other evaluation criteria specified in the IFB, and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.

### Any award of a contract shall be made by notification from the Department to the successful Vendor. The final determination of contract award(s) shall be made by the Department.

### By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, mined, processed 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.

## Evaluation Process:

### In order to complete the awards identified above, the state will follow the evaluation process identified herein to determine the lowest and best Vendor(s).

### Evaluation Committee and Subject Matter Expert(s): The Vendor is advised that an evaluation committee and possibly subject-matter experts will be used to review and assess the bids for responsiveness to mandatory requirements of the IFB in accordance with the evaluation criteria stated in the IFB. The ethical standards of 1 CSR 40-1.050(7)(O) will apply to evaluators.

### Compliance Review: Each bid submitted in response to the IFB will be reviewed for compliance with the mandatory requirements of the IFB. The Vendor shall understand the state will not award a contract to a Vendor with a non-responsive (non-compliant) bid.

#### A bid which contains non-responsiveness issues, shall be considered unacceptable and eliminated from further consideration in the evaluation.

#### In the event only one bid is received, the State of Missouri reserves the right to review the bid to determine if the Vendor is responsive, responsible, and reliable and is therefore eligible for award in lieu of conducting an assessment of the bid in accordance with the evaluation criteria identified herein.  Such determination shall be based upon information submitted in the bid.

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

#### The Department monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among Vendors, price-fixing by Vendors, or any other anticompetitive conduct by Vendors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General’s Office for appropriate action.

### Business Compliance Requirements: Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits, Vendors are encouraged to IMMEDIATELY begin securing these verifications when preparing a bid. In order to be considered eligible for award of a contract, the Vendor must be in compliance with the laws regarding conducting business in the State of Missouri and provide the applicable documentation prior to the award of a contract. Vendor’s failure to complete the pre-work necessary for submission of completed business compliance exhibits identified below prior to submission of their bid may result in a non-compliance determination of their bid response. In order to verify the Vendor’s compliance, the state will review the Vendor’s response to the following Business Compliance Exhibits:

#### Business Compliance Exhibit **9**, State of Missouri Tax Compliance, which is attached hereto and incorporated by reference as if fully set forth herein - In accordance with section 34.040.7 RSMo, the Vendor must be in tax compliance with the Missouri Department of Revenue. The Missouri Department of Revenue will issue a “Vendor No Tax Due” certificate if the Vendor is properly registered to collect and have properly remitted sales and/or use tax, or if the Vendor is not making retail sales in Missouri.

#### Business Compliance Exhibit **10**, Registration of Business Name with the Missouri Secretary of State, which is attached hereto and incorporated by reference as if fully set forth herein - In accordance with section 351.572, RSMo, the Vendor must obtain a certification of authority from be properly registered with the Missouri Secretary of State or identify how the Vendor’s business is exempt from registering with the Missouri Secretary of State.

#### Business Compliance Exhibit **11**, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization, which is attached hereto and incorporated by reference as if fully set forth herein - Pursuant to section 285.530, RSMo, if the Vendor meets the section 285.525, RSMo, definition of a “business entity” (<https://revisor.mo.gov/main/OneSection.aspx?section=285.530#:%7E:text=285.530.,liability%20of%20contractors%20and%20subcontractors> ), the Vendor must affirm the Vendor’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 should complete applicable portions of Exhibit **11**, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

#### Business Compliance Exhibit **12**, Services Outside the United States, which is attached hereto and incorporated by reference as if fully set forth herein - If any services offered under this IFB are being performed at sites outside the United States, the Vendor must disclose such fact and provide details with the bid.

#### Business Compliance Exhibit **13**, Employee/Conflict of Interest, which is attached hereto and incorporated by reference as if fully set forth herein.

#### General Business Compliance - The Vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The Vendor certifies by signing the signature page of this original document and any amendment signature page(s) that the Vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. Likewise, the successful Vendor shall remain in compliance with such laws for the duration of the resulting contract. 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:

##### 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)

#### Each bid submitted in response the IFB will be reviewed for business compliance with the laws regarding conducting business in the state of Missouri.

### Clarifications and Corrections: Any clerical error, apparent on its face, may be corrected by the procurement officer before contract award. Upon discovering an apparent clerical error, the procurement officer will contact the Vendor and request clarification of the intended response. The correction shall be incorporated in the notice of award, if applicable. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.

#### 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.

### Evaluation Criteria: 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 an assessment of the bid in accordance with the evaluation criteria stated below. Each responsive bid will receive a score for each element of the evaluation criteria, and the table below identifies the maximum point totals available for each evaluation element, the rating available for each evaluation element, and the available score for each rating.

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Evaluation**  **Criteria** | **Evaluation Element** | | | | | | | | | | **Maximum Points** |
| **COST BID** | | | | | | | | | | | **100 points** |
|  | | | | | | | | | | | |
| **TECHNICAL BID** | | | | | | | | | | | **100 points** |
| **Experience of Organization and Past Performance Evaluation Criteria** | | | | | | | | | | | **40 points** |
|  | Experience of Organization | | | | | | | | | | 10 points |
| Distinctive  10 | Superior  7 | | | Satisfactory  5 | | Marginal  3 | | Unsatisfactory  0 | |  |
| Past Performance – Case Study #1 | | | | | | | | | | 10 points |
| Distinctive  10 | Superior  7 | | | Satisfactory  5 | | Marginal  3 | | Unsatisfactory  0 | |  |
| Past Performance – Case Study #2 | | | | | | | | | | 10 points |
| Distinctive  10 | Superior  7 | | | Satisfactory  5 | | Marginal  3 | | Unsatisfactory  0 | |  |
| Past Performance – Case Study #3 | | | | | | | | | | 10 points |
| Distinctive  10 | Superior  7 | | | Satisfactory  5 | | Marginal  3 | | Unsatisfactory  0 | |  |
| **Personnel Qualifications Evaluation Criteria** | | | | | | | | | | | **20 points** |
|  | Personnel Qualifications | | | | | | | | | | 20 points |
| Distinctive  20 | Superior  15 | | Satisfactory  10 | | | | Marginal  5 | Unsatisfactory  0 | |  |
| **Methodology Evaluation Criteria** | | | | | | | | | | | 40 **points** |
|  | Question 1 | | | | | | | | | | 20 points |
| Distinctive  20 | Superior  15 | Satisfactory  10 | | | Marginal  5 | | | | Unsatisfactory  0 |  |
|  | | | | | | | | | |  |
| Question 2 | | | | | | | | | | 15 points |
| Distinctive  15 | Superior  12 | Satisfactory  8 | | | Marginal  4 | | | | Unsatisfactory  0 |  |
| Economic Impact to Missouri | | | | | | | | | | 5 points |
| Distinctive  5 | Superior  4 | Satisfactory  3 | | | Marginal  1 | | | | Unsatisfactory  0 |  |
|  | | | | | | | | | | |  |
| **TOTAL** | | | | | | | | | | | **200 points** |
| **BONUS POINT PREFERENCES** | | | | | | | | | | |  |
| Organization for the Blind and Sheltered Workshop Preference | | | | | | | | | | | 15 points |
| Missouri Service-Disabled Veteran Business Enterprise Preference | | | | | | | | | | | 3 points |
|  | | | | | | | | | | |  |
| Details for each of the evaluation categories, evaluation criteria, and evaluation elements outlined above are further defined in the following sections. | | | | | | | | | | | |

### 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. When evaluating a bid, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a bid, from a Vendor, from Vendor’s case studies, or from any other source.

### In the evaluation of bids, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. Vendors should apply the same preferences in selecting subcontractors.

## Cost Bid Evaluation:

### Objective Evaluation of Cost: The cost evaluation shall be based on a total cost determined by adding all prices on the Exhibit 3, Pricing Page

#### The evaluation of cost will include the original contract period and any potential renewal periods.

#### 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 (100) | = | Assigned Cost Points |
| Compared Vendor’s Price |

### Prompt Payment Discount: The Vendor is encouraged to propose price discounts for prompt payment that would benefit the State of Missouri. However, since such discounts would be conditional upon the state agency being able to meet the payment deadline, such discount shall not be considered in the cost bid evaluation.

### Maximum Potential Financial Liability to the State of Missouri: Unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.

## Cost Bid Evaluation:

### Objective Evaluation of Cost: The cost evaluation shall be based on the pricing for mandatory requirements provided by the Vendor in response to the Exhibit 3, Pricing Pages, including the original contract period and renewal periods.

#### Required Services Pricing: The cost evaluation of required pricing shall be based on the pricing for the mandatory requirements provided by the Vendor in response to Section 1 through 3 of the Exhibit 3, Pricing Pages, including all services for the original contract period and the renewal periods.

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Lowest Responsive Vendor’s Price | X | 100 maximum cost points | = | Services Cost Evaluation Points |
| Compared Vendor’s Price |

### Prompt Payment Discount: The Vendor is encouraged to propose price discounts for prompt payment that would benefit the State of Missouri. However, since such discounts would be conditional upon the state agency being able to meet the payment deadline, such discount shall not be considered in the cost bid evaluation.

### Maximum Potential Financial Liability to the State of Missouri: Unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.

## Technical Bid Evaluation:

### Evaluation of Experience of Organization and Past Performance: The evaluation of the Experience of Organization and Past Performance shall be subjectively based on fact. Information provided by the Vendor in response to the Exhibit **4**, Experience of Organization and Past Performance, which is attached hereto and incorporated by reference as if fully set forth herein, will be used in the Experience of Organization and Past Performance evaluation.

#### Scoring of Experience of Organization and Past Performance - The Vendor’s Experience of Organization and Past Performance will be rated by the state using the rating system as defined below:

| **Experience of Organization and Past Performance Rating System** | |
| --- | --- |
| **Rating** | **Definition** |
| **Distinctive** | Experience of organization and past performance involved essentially the same scope and magnitude of effort and complexities required in this IFB and was recent. Vendor’s experience of organization and past performance provided the evaluation committee with high confidence in the Vendor’s capability to perform the requirements of the IFB. |
| **Superior** | Experience of organization and past performance involved similar scope and magnitude of effort and complexities required in the IFB and was recent. Vendor’s experience of organization and past performance provided the evaluation committee with confidence in the Vendor’s capability to perform the requirements of the IFB. |
| **Satisfactory** | Experience of organization and past performance either involved some of the scope and magnitude of effort and complexities required in the IFB and was relatively recent, or was of similar scope and magnitude of effort and complexities required in the IFB, but was not recent. Vendor’s experience of organization and past performance provided the evaluation committee with adequate confidence in the Vendor’s capability to perform the requirements of the IFB. |
| **Marginal** | Experience of organization and past performance did not involve similar scope and magnitude of effort or complexity required in the IFB. Vendor’s experience of organization and past performance provided the evaluation committee with limited confidence in the Vendor’s capability to perform the requirements of the IFB. |
| **Unsatisfactory** | Experience of organization and past performance was not relevant to the requirements in the IFB. Vendor’s experience of organization and past performance provided the evaluation committee with little or no confidence in the Vendor’s capability to perform the requirements of the IFB. |

##### The rating for the specific elements of the Experience of Organization and Past Performance will have the point values as shown in the table in paragraph 5.10.6 above.

### Evaluation of Personnel Qualifications: The evaluation of the Personnel Qualifications shall be subjectively based on fact. Information provided by the Vendor in response to the Exhibit **5**, Personnel Qualifications, which is attached hereto and incorporated by reference as if fully set forth herein, will be used in the Personnel Qualifications evaluation.

#### Scoring of Personnel Qualifications - The Vendor’s Personnel Qualifications will be rated by the state using the rating system as defined below:

| **Personnel Qualifications Rating System** | |
| --- | --- |
| **Rating** | **Definition** |
| **Distinctive** | Personnel qualifications include experience and demonstrated expertise involving essentially the same scope and magnitude of effort and complexities required in the IFB. Personnel qualifications provided the evaluation committee with high confidence in the personnel’s capability to perform the requirements of the IFB. |
| **Superior** | Personnel qualifications include experience and demonstrated expertise involving similar scope and magnitude of effort and complexities required in the IFB with no measurable weaknesses. Personnel qualifications provided the evaluation committee with confidence in the personnel’s capability to perform the requirements of the IFB. |
| **Satisfactory** | Personnel qualifications include experience and demonstrated expertise involving some of the scope and magnitude of effort and complexities required in the IFB with no significant weaknesses. Personnel qualifications provided the evaluation committee with adequate confidence in the personnel’s capability to perform the requirements of the IFB. |
| **Marginal** | Personnel qualifications include experience and demonstrated expertise not similar in scope and magnitude of effort or complexity required in the IFB, and one or more significant weaknesses exist. Personnel qualifications provided the evaluation committee with limited confidence in the personnel’s capability to perform the requirements of the IFB. |
| **Unsatisfactory** | Personnel qualifications include experience and demonstrated expertise not relevant to the requirements in the IFB, and significant weaknesses exist. Personnel qualifications provided the evaluation committee with little or no confidence in the personnel’s capability to perform the requirements of the IFB. |

##### The rating for the specific elements of the Personnel Qualifications will have the point values as shown in the table in paragraph 5.10.6 above.

### Evaluation of Methodology: The evaluation of the Methodology shall be subjectively evaluated based on fact. Information provided by the Vendor in response to the Exhibit **6**, Methodology of the IFB will be used to complete the evaluation of the Methodology, which is attached hereto and incorporated by reference as if fully set forth herein.

#### Scoring of Methodology - The Vendor’s Methodology will be rated by the state using the rating system as defined below:

| **Methodology Rating System** | |
| --- | --- |
| **Rating** | **Definition** |
| **Distinctive** | Bid offers significant benefits beyond the stated requirements. Bid provides the evaluation committee with high confidence in the proposed approach. |
| **Superior** | Bid offers some benefits beyond the stated requirements with no measurable weaknesses. Bid provides the evaluation committee with confidence in the proposed approach. |
| **Satisfactory** | Bid offers no significant benefits beyond the stated requirements, and no significant weaknesses exist. Bid provides the evaluation committee with adequate confidence in the proposed approach. |
| **Marginal** | Bid has one or more significant weaknesses. Bid provides the evaluation committee with limited confidence in the proposed approach. |
| **Unsatisfactory** | Bid has several significant weaknesses. Bid provides the evaluation committee with little or no confidence in the proposed approach. |

##### The rating for the specific elements of the Methodology will have the point values as shown in the table in paragraph 5.10.6 above.

### Failure to Respond to Evaluation Elements: In the event the Vendor fails to provide the information requested in the exhibits pertaining to the evaluation elements identified above, the Vendor may receive an “Unsatisfactory” rating for the corresponding evaluation element.

## Evaluation of Bonus Point Preference: Organizations for the Blind and Sheltered Workshop (Blind/Sheltered Workshop) Preference:

### Organization for the Blind and Sheltered Workshop Participation Prerequisites:

#### In order for the Department to meet the provisions of section 34.165, RSMo and 1 CSR 40-1.050, the Vendor should secure participation of qualified nonprofit organizations for the blind or sheltered workshops in providing the products/services required in this IFB. 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 listed participating organizations 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 listed participating organizations 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.

### Evaluation of Vendor’s Blind/Sheltered Workshop Participation Bonus Points:

#### 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 ($5,000.00) of the total contract value of bids for purchases not exceeding ten (10) million dollars ($10,000,000.00).

##### 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 response 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.

#### 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.

### Blind or Sheltered Workshop Commitment: If the Vendor’s response is awarded and the Vendor received evaluation consideration for the Blind or Sheltered Workshop portion, the organization for the blind or sheltered workshop participation committed to by the Vendor in the Participation Commitment Table shall be interpreted as a contractual requirement. The awarded Vendor shall be expected to meet the participation commitment regardless of the products and/or services purchased by the state from the contract.

## Evaluation of Bonus Point Preference - Service-Disabled Veteran Business Enterprises (SDVEs) Preference:

### Organization for the Service-Disabled Veteran Business Enterprises Preference Prerequisites:

#### In order for the Department to meet the provisions of section 34.074, RSMo, and 1 CSR 40-1.050, the Vendor should secure participation of qualified service-disabled veteran business enterprises (SDVEs) in providing the products/services required in this IFB. Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3)-point bonus preference shall be granted to Vendors including products and/or services manufactured, produced or assembled by a qualified SDVE.

#### 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.

#### In order to qualify for any SDVE bonus points, the following conditions must be met:

##### 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 listed participating organizations 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 listed participating organizations 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 bid is due). (See above for the definition of an SDVE.)

### Evaluation of Vendor’s SDVE Participation Bonus Points: If the Vendor proposing a SDVE participation percentage meets or exceeds the state’s three percent (3%) of the total contract value commitment and provides the required documentation identified herein, then the Vendor shall be assigned the three (3) bonus points.

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

### SDVE Commitment: If the Vendor’s response is awarded a contract, and the Vendor received evaluation consideration for the SDVE participation, the SDVE participation committed to by the Vendor on the Participation Commitment Table shall be interpreted as a contractual requirement. The awarded Vendor shall be expected to meet the participation commitment regardless of the products and/or services purchased by the state from the contract.

**\*\*\*\*END OF VENDOR SUBMISSION, EVALUATION, AND AWARD INFORMATION SECTION\*\*\*\***

**ATTACHMENT A**

**CERTIFICATIONS AND SPECIAL PROVISIONS**

The Contractor shall comply with applicable Federal Funds Requirements, as amended by the federal government, which may include some or all of the paragraphs contained in herein.

1. Federal Debarment and Suspension (Executive Orders 12549 and 12689) - The Contractor certifies by signing the front page of this document that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal Department or agency pursuant to 2 CFR Part 180, or any other applicable law.
2. Applicable Laws and Regulations and Public Policy Requirements - In performing its responsibilities under the contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR, Chapter 1, Chapter, II, Part 200, et al.), as applicable, including any subsequent amendments.
   1. The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through the contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination.
3. Stevens Amendment - The Contractor shall not issue any statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal funds without the prior approval of the state agency, and the Contractor shall clearly state the following:
   1. The percentage of the total costs of the program or project that will be financed with federal money;
   2. The dollar amount of federal funds for the project or program; and
   3. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
4. Publicity - Any publicity releases and publications mentioning contract activities shall reference the contract number and the state agency. The Contractor shall obtain approval from the state agency prior to the release of such publicity release or publications.
   1. 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).
5. Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements - The Contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements" and any implementing regulations, as applicable.
6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Certification Regarding Lobbying - The Contractor shall comply with all requirements of 31 U.S.C. 1352 that is incorporated herein as if fully set forth.
   1. The Contractor certifies by signing the first page of the document 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, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
   2. The Contractor certifies that no funds under the 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 the 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. The Contractor certifies that no funds under the 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.
   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.
   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.
      1. 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.
         1. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
      2. 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 $10,000.00 and not more than $100,000.00 for each such failure.
7. Drug Free Workplace Act - The Contractor 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 shall report any conviction of the Contractor’s personnel under a criminal drug statute for violations occurring on the Contractor’s premises or off the Contractor’s premises while conducting official business. A report of a conviction shall be made to the state agency within five (5) working days after the conviction. 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, Jefferson City, Missouri 65102-0570

1. Pro-Children Act - The Contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081).
   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 gederal 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.
      1. 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.
   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.
   3. The Contractor shall require 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.
   4. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to $1,000.00 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
2. Contractor Whistleblower Protections:
   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.
   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.
   3. The Contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.
3. Human Rights and Affirmative Action:
   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 the following:
      1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) that 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 that prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
      2. Equal Pay Act of 1963 (P.L. 88-38, as amended, 29 U.S.C. Section 206(d));
      3. Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) that prohibits discrimination on the basis of sex;
      4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), and Americans with Disabilities Act Amendments Act of 2008 (Public Law 110-325, “ADAAA”) which prohibit discrimination on the basis of disabilities;
      5. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) that prohibits discrimination on the basis of age;
      6. Genetic Information Non-Discrimination Act (GINA)
      7. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements; and
      8. The requirements of any other nondiscrimination federal and state statutes, regulations, and executive orders that may apply to the services provided via the contract.
   2. In connection with the furnishing of equipment, supplies, and/or services under the contract, the Contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the Contractor or subcontractor employs at least 50 persons, the Contractor shall have and maintain an affirmative action program that shall include:
      1. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
      2. The identification of a person designated to handle affirmative action;
      3. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
      4. The exclusion of discrimination from all collective bargaining agreements; and
      5. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
   3. If discrimination by a Contractor is found to exist, the Division of Purchasing shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Division of Purchasing 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.
4. Clean Air Act and Federal Water Pollution Control Act - 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.*).

**Attachment B – Business Associate Provisions (rev 5-9-2025)**

*(Health Insurance Portability and Accountability Act of 1996, as amended)*

1. Health Insurance Portability and Accountability Act of 1996, as amended - The Department and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a “Business Associate” of the Department. Therefore, the term, “contractor” as used in this section shall mean “Business Associate.”

2. The contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:

a. “Access”, “administrative safeguards”, “confidentiality”, “covered entity”, “data aggregation”, “designated record set”, “disclosure”, “hybrid entity”, “information system”, “physical safeguards”, “required by law”, “technical safeguards”, “use” and “workforce” shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.

b. “Breach” shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term “breach of contract” as used within the contract.

c. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this provision, shall mean the contractor.

d. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this provision, shall mean the Department.

e. “Electronic Protected Health Information” shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.

f. “Enforcement Rule” shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.

g. “Health Care” as defined in 45 CFR §160.103, shall mean care, services, or supplies related to the health of an individual. Health care includes but is not limited to, the following:

1) Preventive, diagnostic, therapeutic, rehabilitative, maintenance, or palliative care, and counseling, service, assessment, or procedure with respect to the physical or mental condition, or functional status, of an individual or that affects the structure or function of the body; and

2) Sale or dispensing of a drug, device, equipment, or other item in accordance with a prescription.

h. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

i. “Individual” shall have the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).

j. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

k. “Protected Health Information” as defined in 45 CFR 160.103, shall mean individually identifiable health information:

1) Except as provided in paragraph (2) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.

2) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (Department) in its role as employer

l. “Reproductive Health Care” as defined in 45 CFR §160.103, shall mean health care, as specified above, that affects the health of an individual in all matters relating to the reproductive system and to its functions and processes. This definition shall not be construed to set forth a standard of care for or regulate what constitutes clinically appropriate reproductive health care.

m. “Security Incident” shall be defined as set forth in the “Obligations of the Contractor” section of the Business Associate Provisions.

n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.

o. “Unsecured Protected Health Information” shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.

3. The contractor agrees and understands that wherever in this document the term "Protected Health Information" is used, it shall also be deemed to include Electronic Protected Health Information.

4. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the Department. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.

5. The Department and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.

6. **Permitted Uses and Disclosures of Protected Health Information by the Contractor**

6.1 The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the Department, except for the specific uses and disclosures in the contract.

6.2 The contractor shall not use or disclose Reproductive Health Information, consistent with 45 CFR §164.502(a)(5)(iii), for any of the following purposes:

1) Conducting a criminal, civil, or administrative investigation into or imposing criminal, civil, or administrative liability on any person for the mere act of seeking, obtaining, providing, or facilitating reproductive health care, where such health care is lawful under the circumstances in which it is provided.

2) Identifying any person for the purposes of conducting such investigation or imposing such liability.

3) The contractor shall comply with the attestation requirements of 45 CFR §164.509 for any use or disclosure of Protected Health Information (PHI) potentially related to reproductive health care.

6.3 The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Department as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.

6.4 The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the Department by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.

6.5 If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor’s business.

6.6 If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.

6.7 If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the Department as permitted by 45 CFR 164.504(e)(2)(i)(B).

6.8 The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the Department to do so.

6.9 The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the Department’s minimum necessary policies and procedures.

7. **Obligations and Activities of the Contractor**

7.1 The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).

7.2 The contractor shall use appropriate administrative, physical and technical safeguards and comply with Subpart C of 45 CFR Part 164 to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:

a. Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;

b. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;

c. Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;

d. Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and

e. Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.

7.3 With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the Department and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.

7.4 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.

7.5 By no later than ten (10) calendar days after receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the contractor shall make the contractor’s internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the Department available to the Department and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.

7.6 The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the Department to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the Department. If requested by the Department or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual’s request and shall provide such record to the Department upon request.

7.7 In order to meet the requirements under 45 CFR 164.524, regarding an individual’s right of access, the contractor shall, within five (5) calendar days following a Department request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, provide the Department access to the Protected Health Information in an individual’s designated record set. However, if requested by the Department, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.

7.8 At the direction of the Department, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.

7.9 The contractor shall report to the Department’s Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, “pings,” or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) calendar days after the contractor becomes aware of such incident, the contractor shall provide the Department’s Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.

7.10 The contractor shall report to the Department’s Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the Department’s Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.

7.11 The contractor shall report to the Department’s Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the Department’s Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.

7.12 The contractor’s reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter “incident”):

a. The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;

b. The electronic address of any individual who has specified a preference of contact by electronic mail;

c. A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;

d. A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and

e. The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.

7.13 Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.

7.14 The contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.

7.15 If the contractor becomes aware of a pattern of activity or practice of the Department that constitutes a material breach of contract regarding the Department's obligations under the Business Associate Provisions of the contract, the contractor shall notify the Department’s Security Officer of the activity or practice and work with the Department to correct the breach of contract.

7.16 The contractor shall indemnify the Department from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the Department for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney’s fees, which may be imposed upon the Department under legal requirements, including but not limited to HIPAA’s Administrative Simplification Rules, arising from or in connection with the contractor’s negligent or wrongful actions or inactions or violations of this provision.

8. **Obligations of the Department**

8.1 The Department shall notify the contractor of limitation(s) that may affect the contractor’s use or disclosure of Protected Health Information, by providing the contractor with the Department’s notice of privacy practices in accordance with 45 CFR 164.520.

8.2 The Department shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.

8.3 The Department shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the Department has agreed to in accordance with 45 CFR 164.522.

8.4 The Department shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

9. **Expiration/Termination/Cancellation:** Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the Department, either return to the Department or destroy all Protected Health Information received by the contractor from the Department, or created or received by the contractor on behalf of the Department, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.

a. In the event the Department determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the Department and obtain instructions from the Department for either the return or destruction of the Protected Health Information.

10. **Breach of Contract**: In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the Department determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the Department shall report the breach of contract to the Secretary of the Department of Health and Human Services.

**EXHIBIT 1**

**BID SIGNATURE PAGE**



**STATE OF MISSOURI**

**DEPARTMENT OF HEALTH AND SENIOR SERVICES**

**INVITATION FOR BID (IFB)**

**IFB DHSS-FY25-0050-SL**

**AUDITING SERVICES**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Vendor’s Organization Name:** | | | |  | | |
| **MissouriBUYS Supplier Number:** | | |  | | | |
| **Point of Contact:** | |  | | | | |
| **Phone Number:** |  | | | | **Email Address:** |  |
| **Mailing Address:** | |  | | | | |
| **City/State/Zip:** | |  | | | | |

*I am authorized to submit a bid to the State of Missouri in response to the IFB on behalf of my organization, to provide the products and/or services at the prices submitted. The information provided as my organization’s response is true and accurate. The Vendor agrees that 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, as defined in section 4.1. By signing below, 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 terms and conditions, requirements, and specifications of the original IFB and any previously issued IFB amendments.*

|  |  |
| --- | --- |
| **Authorized Signature** | **Date** |
| **Printed Name** | **Title** |

**Exhibit 2,** **BID Submittal Checklist**

The following table is provided to assist the Vendor in completing their bid. It is the Vendor’s sole responsibility to ensure that all mandatory requirements are met and that their bid, including all exhibits, are properly completed and submitted with their bid. The Vendor may want to check the Task Complete boxes to ensure that each of these items are completed and/or submitted with the Vendor’s response.

| No. | **Description –** While not all documents/items listed below are mandatory in submitting a responsive bid,failure to provide adequate information to completely address the specified evaluation criteria may at least result in minimal subjective consideration and may result in rejection of the Vendor’s response. | **Task Complete** |
| --- | --- | --- |
| 1. | Complete and sign **Exhibit 1, Bid Signature Page.** |  |
| 2. | Complete all pricing required on **Exhibit 3, Pricing Page(s).** |  |
| 4. | Complete **Technical Bid Exhibit 4, Experience of Organization and Past Performance.** |  |
| 5. | Complete **Technical Bid Exhibit** **5, Personnel Qualifications.** |  |
| 6. | Complete **Technical Bid Exhibit 6, Methodology.** |  |
| 7. | Complete **Exhibit 7, Participation Commitment** for any Organization for the Blind/Sheltered Workshop, and/or SDVE proposed. |  |
| 8. | Complete **Exhibit 8, Documentation of Intent to Participate**, identifying each Organization for the Blind/Sheltered Workshop and/or SDVE proposed. |  |
| 9. | Complete **Business Compliance Exhibit 9, State of Missouri Tax Compliance** and attach “Vendor No Tax Due” certificate. |  |
| 10. | Complete **Business Compliance Exhibit 10, Registration of Business Name with the Missouri Secretary of State.** |  |
| 11. | Complete and sign **Business Compliance Exhibit 11, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization** (be sure to complete and return the Affidavit of Work Authorization and the Vendor’s E-Verify Memorandum of Understanding, if required). |  |
| 13. | Complete **Business Compliance Exhibit 12, Services Outside the United States.** |  |
| 14. | Complete **Business Compliance Exhibit 13, Employee/Conflict of Interest.** |  |
| 15. | If applicable, clearly mark, separate, and seal proprietary or confidential information and describe how the proprietary or confidential information meets Chapter 610, RSMo (ref. Section 5 of the IFB). |  |

**REMINDER:** Vendors do not need to return IFB Sections 1 through 5 or the IFB attachments, if any, with their bid response.

**EXHIBIT 3, PRICING PAGES**

1. **Mandatory Pricing Pages Requirements:** The Vendor shall provide firm, fixed guaranteed not-to-exceed total price for auditing services pursuant to all mandatory requirements herein. The Vendor must clearly describe any one-time required firm, fixed costs and all annual costs necessary to meet the IFB requirements herein. The Vendor must indicate any other relevant information related to the pricing of their proposed services. Pricing must include all start-up costs, technical support, and training. The Vendor must provide firm, fixed pricing for all products and services needed to meet the requirements identified herein and to fulfill all of the Vendor’s commitments included in their bid thereto.  The Vendor must understand and agree, if awarded a contract, no additional costs shall be assessed to the State of Missouri to meet the requirements identified herein unless the State of Missouri amends the contract to request additional Scope of Work.

The Vendor must provide firm, fixed guaranteed not-to-exceed total price and must not enter “TBD” (to be determined) or similar comment in response to the line items identified herein. Failure to fully complete the required cost information may lead to a determination that the bid is non-responsive.

1. **Required Pricing:** The Vendor shall provide firm, fixed guaranteed not-to-exceed total price for the specified items listed in the table below. Pricing shall include all applicable costs necessary for the planning and delivery of the services. *(UNSPSC Code(s):* 93151607 *)*

|  |  |
| --- | --- |
| **Year of Contract** | **Guaranteed Not-To-Exceed Total Price** |
| Original Contract Period | $\_\_\_\_\_\_\_\_\_\_\_\_\_  (not to exceed $24,999.00) |
| First Renewal Contract Period | $\_\_\_\_\_\_\_\_\_\_\_\_\_  (not to exceed $24,999.00) |
| Second Renewal Contract Period | $\_\_\_\_\_\_\_\_\_\_\_\_\_  (not to exceed $24,999.00) |

1. **Prompt Payment Discount:** The Vendor is encouraged to propose price discounts for prompt payment that would benefit the State of Missouri. Any proposed discounts are conditional based upon the state agency’s ability to meet the payment deadline. Therefore, any proposed prompt payment discounts cannot be considered in the cost bid evaluation.

|  |
| --- |
| Vendor’s Response: |

**TECHNICAL BID Exhibit 4,**

**Experience of Organization and Past Performance**

|  |
| --- |
| **Experience of Organization and Past Performance Submission Instructions:** The Vendor should provide the information requested below regarding the Vendor’s compliance with the minimum experience requirements identified in the IFB. Additionally, the Vendor should provide the same information for their proposed subcontractors, as applicable. |

|  |  |
| --- | --- |
| **EXPERIENCE OF ORGANIZATION** | |
| The Vendor should describe their overall experience relative to the information requested below that demonstrates similar scope and magnitude of effort, including identifying the recentness of that experience. | |
| Provide a brief company history, including the number of years in business as currently constituted. |  |
| Describe the nature of the Vendor’s business, including type of products and/or services provided/performed. |  |
| **IFB Experience Provisions** | **Describe Vendor’s Corresponding Experience** |
| Governmental entity audits.  (paragraph 2.2.1 a.) |  |
| Non-profit entity audits.  (paragraph 2.2.1 b.) |  |

|  |
| --- |
| PAST PERFORMANCE - CASE STUDIES |
| The Vendor should provide three (3) past performance case studies for projects where the products and/or services in the IFB are currently in use or recently used as an indicator of the Vendor’s past performance. The three (3) case studies should represent the same scope and magnitude of effort and complexity required in the IFB and be recent.  The case study should include the name and contact information for a client representative who can speak to the scope, quality, and impact of the Vendor’s work. The state, at its discretion, may or may not contact any of the case studies provided by the Vendor.  The Vendor should clearly indicate if case studies are for proposed subcontractor(s). |
| Additional Case Studies: In the event the Vendor submits more case studies than requested, for evaluation purposes only the first case studies up to the number requested will be considered. Any additional case studies will not be evaluated. |
| **The Vendor should duplicate and complete the following table for each case study presented.** |

|  |  |
| --- | --- |
| CASE STUDY | |
| **Project Title** |  |
| **Duration of the Project** |  |
| **Specific Contact Information:** | Organization Name:  Contact Person Name:  Contact Telephone Number:  Contact Email Address: |
| **Project Annual Budget** |  |
| **Timeframe Products/Services Provided:**  **(e.g., July 2020 – June 2022)** |  |
| **Public Sector?** | Yes  No |
| **The Vendor should summarize below the work performed on the project, the project’s objectives, and approach relevant to this IFB.** | |
|  | |

**TECHNICAL BID Exhibit 5,**

**PERSONNEL QUALIFICATIONS**

**Personnel Qualifications Submission Instructions:** The Vendor should provide detailed information on the experience and qualifications of the Vendor’s proposed personnel.

|  |
| --- |
| PERSONNEL QUALIFICATIONS BIOGRAPHY INSTRUCTIONS |
| **Personnel**:The Vendor should submit no more than three (3) Personnels’ biographies for consideration in the evaluation. For evaluation purposes, only the first three (3) biographies will be considered. Any additional biographies submitted will not be evaluated. |
| Additional Biographies: In the event the Vendor submits more biographies than requested, for evaluation purposes only the first biographies up to the number requested will be considered.  Any additional biographies will not be evaluated. |
| **The Vendor should duplicate and complete the following table for each proposed personnel member.** |

| **PERSONNEL MEMBER BIOGRAPHY** | | | | | | |
| --- | --- | --- | --- | --- | --- | --- |
| **Name:** | |  | | | | |
| **Title:** | |  | | | | |
| **Proposed project role:** | |  | | | | |
| **% of time committed to project:** | |  | | | | |
| **Education, Certifications, and Other Distinctions** | | | | | | |
| **Degree, certification, or other distinctions** | | | **Institution** | | | **Date** |
| Example: BA, Business Administration | | | Washington University in Saint Louis | | |  |
| Example: Lean Six Sigma Black Belt | | | Villanova University (online) | | |  |
|  | | |  | | |  |
|  | | |  | | |  |
|  | | |  | | |  |
| **Employment History** | | | | | | |
| **Organization** | | | **Role** | | | **Dates** |
| *Example: Current Company* | | | *Partner and leader of organization design practice* | | | *2014-present* |
| *Example: Company ABC* | | | *Director, Strategy and Continuous Improvement* | | | *2010-2012* |
|  | | |  | | |  |
|  | | |  | | |  |
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|  | | |  | | |  |
|  | | |  | | |  |
|  | | |  | | |  |
| **Specific Experience Relevant to Project** | | | | | | |
| **Project Personnel/Position** | **Specific Experience or Qualification** | | | **Personnel Member’s Years of Experience** | **Brief description of personnel member’s relevant experience (e.g. specific projects; previous employment)** | |
|  | Conducting audits for government and non-profit organizations. | | |  |  | |
|  |  | | |  |  | |
|  |  | | |  |  | |
|  |  | | |  |  | |
|  |  | | |  |  | |
| Other |  | | |  |  | |
| **Other Experience or Background Information** | | | | | | |
|  | | | | | | |

**TECHNICAL BID Exhibit 6,**

**METHODOLOGY**

|  |
| --- |
| **General Instructions:** The Vendor should provide the requested information for each of the following sections. The state will assess each bid based on the responses provided by the Vendor. |

|  |
| --- |
| **Direction for Vendor:** The Vendor should describe how the proposed methodology meets the requirements identified in Section 2: Statement of Work by addressing the following questions: |

|  |
| --- |
| 2.4 – Technical Requirements |

#### Describe how the Vendor will complete the auditing services professionally and accurately.

#### Describe the Vendors procedures for disclosing of any defalcation, fraud, abuse, illegal acts, or other irregularities, including all questioned costs found as a result of these acts

* + - 1. Proposed Subcontractors: The Vendor should identify any subcontractor(s) proposed to provide any of the services required herein.

|  |  |
| --- | --- |
| **Proposed Subcontractor**  **Name and Address** | **Service Proposed to be Provided by the Proposed Subcontractor** |
|  |  |
|  |  |

|  |
| --- |
| Economic Impact to Missouri |

* + - 1. 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:
         1. 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.
         2. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations as a result of the Vendor performing the required services.
         3. 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 7, PARTICIPATION COMMITMENT**

**Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) Participation Commitment -** If the Vendor is committing to Organization for the Blind/Sheltered Workshop and/or SDVE Participation (as detailed in Section 5**,** Vendor Submission, Evaluation, and Award Information Section), either through subcontractor participation or if the Vendor is a qualified Organization for the Blind/Sheltered Workshop and/or SDVE Participation, the Vendor must provide the required information in the table below for each organization proposed and must submit the completed exhibit(s) with the Vendor’s response, in order to receive evaluation consideration for the Participation.

**Blind/Sheltered Workshop Resources:**

A list of Missouri sheltered workshops can be found at the following websites:

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 websites:

<http://www.lhbindustries.com> and <http://www.alphapointe.org>

**SDVE Resources:** A list of Certified Service Disabled Veteran Business Enterprises (SDVE) can be found at the following website: <https://oeo.mo.gov/sdve-certification-program/> by clicking the “Certified SDVE Vendor Database” button.

|  |
| --- |
| **Participation Commitment Submission Instructions:**  For each Organization for the Blind/Sheltered Workshop and/or SDVE proposed the Vendor must:   1. identify the name of each qualified Organization for the Blind/Sheltered Workshop and/or SDVE, 2. describe the proposed products/services and/or identify IFB Paragraph number of IFB Scope of Work which requires the proposed products/services, 3. if the participation is not proposed throughout the life of the contract, then identify specifically when during the term of the contract the proposed products/services would be provided/performed, and 4. enter the committed participation percentage of the actual total contract value in the appropriate column.   The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop and/or 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. |

|  |  |  |  |
| --- | --- | --- | --- |
| **Organization for the Blind/Sheltered Workshop Commitment Table** | | | |
| **Name of Each Qualified Organization for the Blind or Sheltered Workshop Proposed** | **Description of Proposed Products/Services and IFB Paragraph Number Which Requires Proposed Products/Services within the Statement of Work** | **If The Participation Is Not Proposed Throughout The Life Of The Contract, When During the Term of the Contract Proposed Products/Services Would Be Provided/Performed** | **Committed Percentage of Participation**  (%\* of the Actual Total Contract Value) |
|  |  |  | % |
|  |  |  | % |
|  |  |  | % |
| Total Committed Percentage(s)  *(must minimally be 2%)* | | | % |

\*If the actual total dollar value of the contract is less than $250,000.00, then in lieu of a percentage, the Vendor may instead commit to providing a minimum of $5,000.00 worth of products and/or services from an organization for the blind or sheltered workshop.

|  |  |  |  |
| --- | --- | --- | --- |
| **SDVE Participation Commitment Table** | | | |
| **Name of Each Qualified SDVE Proposed** | **Description of Proposed Products/Services and IFB Paragraph Number Which Requires Proposed Products/Services** **within the Statement of Work** | **If The Participation Is Not Proposed Throughout The Life Of The Contract, When During the Term of the Contract Proposed Products/Services Would Be Provided/Performed** | **Committed Percentage of Participation**  (% of the Actual Total Contract Value) |
|  |  |  | % |
|  |  |  | % |
|  |  |  | % |
| Total Committed Percentage(s)  *(must minimally be 3%)* | | | % |

**REMINDER:** The Vendor must also provide a properly completed **Exhibit 8, Documentation of Intent to Participate Form for each qualified Blind or Sheltered Workshop, and each qualified SDVE.**

**Exhibit 8, DOCUMENTATION OF INTENT TO PARTICIPATE**

Instructions: 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 the proposed Organization for the Blind, Sheltered Workshop, and/or SDVE documenting the following information with the Vendor’s response.

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

**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 |

**BUSINESS COMPLIANCE EXHIBITS**

Instructions: In order to be awarded a contract, the Vendor must be in compliance with the laws regarding conducting business in the State of Missouri.

The Vendor certifies by signing the signature page of **Exhibit 1, Bid Signature Page** of this original document and any amendment signature page(s) that the Vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The Vendor shall provide documentation of compliance with the Vendor’s response and upon request by the Department.

* Business Compliance Exhibit 9, State of Missouri Tax Compliance
* Business Compliance Exhibit 10, Registration of Business Name with the Missouri Secretary of State
* Business Compliance Exhibit 11, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization
* Business Compliance Exhibit 12, Services Outside the United States
* Business Compliance Exhibit 13, Employee/Conflict of Interest

**BUSINESS COMPLIANCE EXHIBIT 9 -**

**STATE OF MISSOURI TAX COMPLIANCE**

|  |
| --- |
| **STATE OF MISSOURI TAX COMPLIANCE** |
| In accordance with section 34.040.7, RSMo, the Department is precluded from contracting with a Vendor or its affiliate who 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.  In order to verify the Vendor’s State of Missouri tax compliance with the Missouri Department of Revenue (DOR), the Vendor must provide “Vendor No Tax Due” certificate issued by DOR prior to award. By providing the “Vendor No Tax Due” certificate, the Vendor is verifying the Vendor is either registered to collect sales and/or use tax in Missouri or is not making retail sales of tangible personal property or providing taxable services in Missouri.  The DOR will issue the “Vendor No Tax Due” certificate if the Vendor is properly registered to collect and have properly remitted sales and/or use tax, or if the Vendor is not making retail sales in Missouri. |

|  |
| --- |
| **How To Obtain A Vendor No Tax Due Certificate**  A “Vendor No Tax Due” certificate can be obtained from the Missouri Department of Revenue when a business pays all of its sales/use tax in full, up to date, does not have a sales tax delinquency or does not sell tangible personal property at retail in Missouri.  If taxes are due, depending on the payment history of the business, a cashier’s check or money order may be required for payment before a “Vendor No Tax Due” certificate can be issued.  A “Vendor No Tax Due” certificate can be obtained by completing and submitting the Request For Tax Clearance, Form 943, to the Missouri Department of Revenue, Division of Taxation & Collection. This form is available at <http://dor.mo.gov/forms/943.pdf>. Make sure to select the appropriate “Reason for Request” on page 2 of the form.  For assistance, call (573) 751-9268 or e-mail [taxclearance@dor.mo.gov](mailto:taxclearance@dor.mo.gov). Additional information regarding section 34.040.7, RSMo, is available on the Department of Revenue’s website at <http://dor.mo.gov/business/sales>.  NOTE: Make sure to request a “Vendor No Tax Due” certificate as there are other similar tax clearance forms that do not meet this verification requirement. The steps to obtain a “Vendor No Tax Due” certificate is outlined at <https://dor.mo.gov/taxation/business/tax-types/sales-use/hb600.html>. |

|  |  |
| --- | --- |
| **Instructions:** The Vendor should complete the information below regarding their “Vendor No Tax Due” status. | |
| **“Vendor No Tax Due” Certificate is Included with the Response (Yes/No)** | Yes  No |
| **If the “Vendor No Tax Due” Certificate is Not Included, Identify Date Vendor Requested Certificate From DOR** | Date: \_\_/\_\_/\_\_\_\_ (MM/DD/YYYY) |

**BUSINESS COMPLIANCE Exhibit 10,**

**Registration of Business Name with the Missouri Secretary of State**

|  |
| --- |
| In accordance with section 351.572, RSMo, the Vendor must be properly registered with the Missouri Secretary of State or identify how the Vendor’s business is exempt from registering with the Missouri Secretary of State.  In order to verify the Vendor is properly registered with the Missouri Secretary of State, the Vendor must either be 1) properly registered with the Missouri Secretary of State at time of bid submission or prior to contract award or 2) must identify how the Vendor’s business is exempt from registering with the Missouri Secretary of State.  NOTE: For any questions regarding Secretary of State Registration, Vendors should go to <https://www.sos.mo.gov/business/startBusiness.asp> or call 866-223-6535, Monday through Friday, 8:00 a.m. to 5:00 p.m., Central Time, excluding state holidays. |

|  |  |  |
| --- | --- | --- |
| **Missouri Secretary of State Registration Verification** | | |
| **Registration Verification Instructions:** If the Vendor’s business is already registered, the Vendor should complete the table below with the Vendor’s business name and the charter number assigned to the Vendor’s business.  **Information on registering with Missouri Secretary of State:** If the Vendor’s business is not yet properly registered with the Missouri Secretary of State, the Vendor should refer to the Missouri Business Portal at <https://openforbiz.mo.gov/> for additional information. | | |
| Business Name |  | |
| Charter Number |  | |
| Proof of Good Standing Status Included | | Yes  No |
| If Proof of Good Standing Not Included, Indicate the Date Vendor Requested Document from Missouri Secretary of State | | Date: \_\_/\_\_/\_\_\_\_ (MM/DD/YYYY) |
| **Exemptions** | | |
| **Exemption Instructions:** If the Vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo, the Vendor should identify the specific section of 351.572 RSMo, which supports the exemption by placing a checkmark in the appropriate box in the “Indicate if Exemption is Applicable” column in the table below. In addition, the Vendor should provide documentation supporting an exemption, if applicable. | | |
| **Section 351.572 RSMo Subsection 2. Exemption Description** | | **Indicate if Exemption is Applicable**  **(Check the appropriate box)** |
| (1) Maintaining, Defending, or Settling any Proceeding | |  |
| (2) Holding Meetings of the Board of Directors or Shareholders or Carrying on Other Activities Concerning Internal Corporate Affairs | |  |
| (3) Maintaining Bank Accounts | |  |
| (4) Maintaining Offices or Agencies for the Transfer, Exchange, and Registration of the Corporation’s Own Securities or Maintaining Trustees or Depositories with Respect to those Securities | |  |
| (5) Creating or Acquiring Indebtedness, Mortgages, and Security Interests in Real or Personal Property | |  |
| (6) Securing or Collecting Debts or Enforcing Mortgages and Security Interests in Property Securing the Debts | |  |
| (7) Conducting an Isolated Transaction that is Completed Within Thirty Days and that is Not One in the Course of Repeated Transactions of a Like Nature | |  |
| (8) Transacting Business in Interstate Commerce | |  |
| Other – Provide Description of Exemption (List of Exemptions Above is Not Exhaustive) | |  |

**BUSINESS COMPLIANCE Exhibit 11,**

**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 <https://www.e-verify.gov/>.  BOX C: To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency. |

**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, 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.

***(Complete Box A if you are a non-business entity as defined above)***

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 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 this IFB 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 Department with all documentation required in Box B of this exhibit. | | | | |
|  |  |  |  |  |
|  | Authorized Representative’s Name  (Please Print) |  | Authorized Representative’s Signature |  |
|  |  |  |  |  |
|  | Company Name (if applicable) |  | Date |  |

**BUSINESS COMPLIANCE EXHIBIT 11,**

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

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **BOX B – CURRENT BUSINESS ENTITY STATUS** | | | | |
| I certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530. | | | | |
|  |  |  |  |  |
|  | Authorized Business Entity Representative’s Name (Please Print) |  | *Authorized Business Entity*  Representative’s Signature |  |
|  |  |  |  |  |
|  | Business Entity Name |  | Date |  |
|  |  |  |  |  |
|  | E-Mail Address |  |  |  |
| As a business entity, the Vendor must perform/provide each of the following. The Vendor should check each to verify completion/submission of all of the following:  - Enroll and participate in the E-Verify federal work authorization program (Website: <https://www.e-verify.gov/>; Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;  **AND**  - Provide documentation affirming said company’s/individual’s enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the **E-Verify Employment Eligibility Verification page listing the Vendor’s name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the Vendor’s name and the MOU signature page completed and signed**, at minimum, by the Vendor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the Vendor’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. | | | | |

**BUSINESS COMPLIANCE EXHIBIT 11,**

**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION - 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 of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Business Entity Name)does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

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

|  |  |  |
| --- | --- | --- |
|  |  |  |
| *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* |

**BUSINESS COMPLIANCE EXHIBIT 11,**

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

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS** | | | | |
| I certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency 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** to Which Previous E-Verify Documentation Submitted:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Date** of Previous E-Verify Documentation Submission: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: \_\_\_\_\_\_\_\_ (if known) | | | | |
|  |  |  |  |  |
|  | Authorized Business Entity Representative’s Name (Please Print) |  | *Authorized Business Entity*  Representative’s Signature |  |
|  |  |  |  |  |
|  | Business Entity Name |  | Date |  |
|  |  |  |  |  |
|  | E-Mail Address |  | E-Verify MOU Company ID Number |  |
|  |  |  |  |  |
| **FOR STATE OF MISSOURI USE ONLY** | |  |  |  |
| Documentation Verification Completed By: | |  |  |  |
|  |  |  |  |  |
|  | Procurement officer |  | Date |  |
|  | | | | |

**BUSINESS COMPLIANCE Exhibit 12,**

**SERVICES OUTSIDE THE UNITED STATES**

|  |
| --- |
| Pursuant to [Executive Order 04-09](https://s1.sos.mo.gov/CMSImages/Library/Reference/Orders/2004/eo04_009.pdf) subparagraph 4, no state agency shall award a contract to a Vendor who contemplates performing work (or having a subcontractor perform work) pursuant to the contract at a site outside of the United States, unless one of the exceptions identified below are met. This document must be satisfactorily completed prior to an award of a contract.  Therefore, the Vendor must disclose whether services proposed would be performed at a location outside of the United States and provide details in the space below or on an attached page. If Vendor does not complete the table below, the Vendor is committing to complete all work in the United States for the duration of the contract. |

|  |  |  |  |
| --- | --- | --- | --- |
| Will any of the services proposed by the Vendor (or a proposed subcontractor) be performed at sites outside the United States? If the answer is “yes”, then provide the information below. If the answer is “no”, then the Vendor does not need to complete the rest of this exhibit. | | Yes | No |
| Identify the **name of the Vendor and/or proposed subcontractor(s)** that would be performing services at a site outside the United States. |  | | |
| Describe the **services proposed** **to be performed** at sites outside the United States. |  | | |
| Identify **where the services would be performed** at sites outside the United States. |  | | |
| Identify when **(specific timeframe) in the life of the contract the services would be performed** at sites outside the United States. |  | | |
| Identify **why the services need to be performed** at sites outside the United States. |  | | |
| Identify whether the proposed services meet at least one of the conditions described in section 4, subparagraphs a, b, c, and d of Executive Order 04-09 and how the exception(s) is met. If the answer is “yes” and exemption applies, then provide the information below. | | Yes | No |
| Mark the appropriate exemption below, and provide the requested details:  (a)  Unique good or service that is deemed mandatory pursuant to the requirements herein and has no comparable domestically-provided good or service that can adequately duplicate the unique features provided by the Vendor or its subcontractor.  EXPLAIN HOW THE GOOD OR SERVICE IS UNIQUE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (b)  Foreign firm hired to market Missouri services/products to a foreign country.  IDENTIFY THE APPLICABLE IFB PARAGRAPHS HEREIN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (c)  A significant or substantial economic cost factor exists that outweighs the economic impact of providing the function or professional services within the United States, and such failure in using the Vendor or subcontractor’s services would result in economic hardship to the state.  EXPLAIN HOW:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (d)  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 services being performed at sites outside the United States identified above: \_\_\_% | | | |

**BUSINESS COMPLIANCE EXHIBIT 13,**

**EMPLOYEE/CONFLICT OF INTEREST**

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| --- |
| 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. The information must be provided prior to the award of a contract. |

|  |  |
| --- | --- |
| 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 state agency 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: | \_\_\_\_\_\_\_\_\_\_% |