



STATE OF MISSOURI  
DEPARTMENT OF HEALTH AND SENIOR SERVICES (Department)  
REQUEST FOR APPLICATION (RFA)

ADDENDUM NO.: 01

RFA NO.: 2105

TITLE: Regional COVID-19 Vaccine Efforts

ISSUE DATE: November 6, 2020

PROCUREMENT OFFICER: Janett Walker

PHONE NO.: 573-751-6032

E-MAIL: [Janett.Walker@health.mo.gov](mailto:Janett.Walker@health.mo.gov)

RETURN APPLICATION NO LATER THAN: *December 10, 2020 AT 3:00 PM CENTRAL TIME*

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

RETURN APPLICATION TO:

(U.S. Mail)

Department of Health and Senior Services  
Procurement Unit  
P.O. Box 570  
Jefferson City, MO 65102-0570

or

(Courier Service)

Department of Health and Senior Services  
Procurement Unit  
920 Wildwood Dr.  
Jefferson City, MO 65109

CONTRACT PERIOD: Date of Award through June 30, 2021

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

Missouri Department of Health and Senior Services  
Bureau of Immunizations  
PO BOX 570, Jefferson City, MO 65102

The Applicant hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions (Revised 1/26/12). The Applicant further agrees that the language of this RFA shall govern in the event of a conflict with his/her application. The Applicant further agrees that upon receipt of an authorized purchase order from the Department of Health and Senior Services (Department/state agency) or when a Notice of Award is signed and issued by an authorized official of the Department, a binding contract shall exist between the Applicant and the Department.

**SIGNATURE REQUIRED**

VENDOR NAME		FEDERAL TAX ID NUMBER/MissouriBUYS SYSTEM ID	
DOING BUSINESS AS (DBA) NAME			
MAILING ADDRESS			
CITY, STATE, ZIP CODE			
CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)			
<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE		DATE	

**ADDENDUM #01 to RFA 2105**

**TITLE:**                      **Regional COVID-19 Vaccine Efforts**

**CONTRACT PERIOD:**      **Date of Award through June 30, 2021**

**NOTICE OF REVISION(S) TO THE RFA DOCUMENT ATTACHMENT:**

The following changes have been made:

1. The RETURN APPLICATION NO LATER THAN date has been extended to December 10, 2020 AT 3:00 PM CENTRAL TIME.
2. Revised Section 7.4

Note: The changes made as a result of this addendum have been ***bolded*** and ***italicized*** in the RFA document attached.



**STATE OF MISSOURI  
DEPARTMENT OF HEALTH AND SENIOR SERVICES (Department)  
REQUEST FOR APPLICATION (RFA)**

**RFA NO.: 2105**  
**TITLE: Regional COVID-19 Vaccine Efforts**  
**ISSUE DATE: October 27, 2020**

**PROCUREMENT OFFICER: Janett Walker**  
**PHONE NO.: 573-751-6032**  
**E-MAIL: [Janett.Walker@health.mo.gov](mailto:Janett.Walker@health.mo.gov)**

**RETURN APPLICATION NO LATER THAN: November 17, 2020 AT 3:00 PM CENTRAL TIME**

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

**RETURN APPLICATION TO:**

**(U.S. Mail)**

Department of Health and Senior Services  
Procurement Unit  
P.O. Box 570  
Jefferson City, MO 65102-0570

**(Courier Service)**

Department of Health and Senior Services  
Procurement Unit  
920 Wildwood Dr.  
Jefferson City, MO 65109

**CONTRACT PERIOD: Date of Award through June 30, 2021**

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

**Missouri Department of Health and Senior Services  
Bureau of Immunizations  
PO BOX 570, Jefferson City, MO 65102**

The Applicant hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions (Revised 1/26/12). The Applicant further agrees that the language of this RFA shall govern in the event of a conflict with his/her application. The Applicant further agrees that upon receipt of an authorized purchase order from the Department of Health and Senior Services (Department/state agency) or when a Notice of Award is signed and issued by an authorized official of the Department, a binding contract shall exist between the Applicant and the Department.

**SIGNATURE REQUIRED**

VENDOR NAME		FEDERAL TAX ID NUMBER/MissouriBUYS SYSTEM ID	
DOING BUSINESS AS (DBA) NAME			
MAILING ADDRESS			
CITY, STATE, ZIP CODE			
CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)			
<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE		DATE	

1. **INTRODUCTION**

- 1.1 This document constitutes a request for competitive, sealed applications for the Regional Coronavirus (COVID-19) Vaccine Efforts as set forth herein. The Missouri Department of Health and Senior Services, Bureau of Immunizations (Department/state agency) provides the oversight for this Request for Application (RFA).
- 1.2 Applicant means the person or organization who responds to the RFA by submitting an application with prices to provide services as required in the RFA document.
- 1.3 Contractor means an Applicant (either a person or organization) who is selected for a contract as a result of the RFA and who enters into a contract.
- 1.4 Shall or must identify components, deliverables, or actions that are mandatory. Failure to comply with this RFA will result in an application being considered non-responsive.

2. **ORGANIZATION**

- 2.1 This document, referred to as a RFA, is divided into the following parts:
  - a) Application and Contractual Requirements
  - b) Attachments A - F
  - c) Exhibits 1 - 12 (Items which may need to be returned with the application)
  - d) Terms and Conditions

3. **COMMUNICATION REGARDING THE RFA**

- 3.1 It is the Applicant's responsibility to ask questions, request changes or clarifications, or otherwise advise the Department if the Applicant believes that any language, specifications, or requirements are: (1) ambiguous, (2) contradictory or arbitrary, or both, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the Applicant's ability to submit an application.
  - 3.1.1 Except as may be otherwise stated herein, the Applicant and the Applicant's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFA, the application process, the evaluation, etc., to the procurement officer of record indicated on the first page of this RFA. Inappropriate contacts to other personnel are grounds for exclusion from being considered for an award. Applicants and their agents who have questions regarding this RFA should contact the procurement officer.
    - a. The Applicant may contact the Office of Administration, Office of Equal Opportunity (OEO) regarding Minority Owned Business Enterprise (MBE)/Woman Owned Business Enterprise (WBE) certification or subcontracting with MBE/WBE companies.

- 3.1.2 The Applicant should submit all questions and issues at least ten (10) working days prior to the due date of the application. If not received prior to ten (10) working days before the application due date, the Department may not be able to fully research and consider the respective questions or issues before the RFA due date. Questions and issues relating to the RFA, including questions related to the competitive application process, must be directed to the procurement officer. It is preferred that questions be e-mailed to the procurement officer at [Janett.Walker@health.mo.gov](mailto:Janett.Walker@health.mo.gov).
- 3.1.3 The Department will attempt to ensure that an Applicant receives an adequate and prompt response to questions, if applicable. Upon the Department's consideration of questions and issues, if the Department determines that changes are necessary, the resulting changes will be included in a subsequently issued RFA amendment(s); absence of such response indicates that the questions and issues were considered but deemed unnecessary for RFA amendment as the questions and issues did not provide further clarity to the RFA. All Applicants will be advised of any change to the RFA's language, specifications, or requirements by a formal amendment to the RFA.
- 3.1.4 The official RFA can be viewed at the Department Internet site, <http://health.mo.gov/information/publicnotices/invitations/index.php>.
- a. The Department reserves the right to officially amend or cancel a RFA after issuance. It shall be the sole responsibility of the applicant to monitor the website daily.
- 3.1.5 The Applicant is advised that the only official position of the Department is the position that is stated in writing and issued by the Department as a RFA and any amendments thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement on behalf of the Department.

#### 4. **GENERAL CONTRACTUAL REQUIREMENTS**

- 4.1 To the extent that this contract involves the use, in whole or in part, of federal funds, the signature of the Contractor's authorized representative on the first page of this document indicates compliance with the Certifications contained in Attachment A, which is attached hereto and is incorporated by reference as if fully set forth herein.
- 4.2 The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the special conditions contained in Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein.
- 4.3 After the award unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Bureau of Immunizations  
Program Contact: Jennifer VanBooven, Chief  
Address: 930 Wildwood Drive, Jefferson City, Missouri, 65109  
Phone: 573-526-6643  
Email: [Jennifer.VanBooven@health.mo.gov](mailto:Jennifer.VanBooven@health.mo.gov)

**5. BACKGROUND INFORMATION**

- 5.1 For successful COVID-19 vaccine campaigns, there will be a need for a regional approach. Regional partners know their communities better than anyone else. The contracts will allow for community engagement and assistance to providers.
- 5.2 The Department shall receive funding, not to exceed \$1,156,319, for this RFA. The Department anticipates nine (9) awards, one (1) award per region, with up to \$128,479.88 available for each award.
- 5.3 The Department has attempted to provide accurate and up-to-date information in this RFA; however, the Department does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this RFA.

**6. PURPOSE AND GOAL**

- 6.1 Missouri is seeking to contract with local regional organizations. The goal is to strengthen and leverage the relationship of local partners within their own community and provider networks, as well as the established Emergency Management Regional Divisions within the state of Missouri for the purpose of directly supporting COVID-19 local vaccination efforts. A map is provided to show the regional breakdown in Attachment C, which is attached hereto and is incorporated by reference as if fully set forth herein.
  - 6.1.1 To establish relationships with local health authorities and health care organizations within the region prior to release of the COVID-19 vaccine.
  - 6.1.2 To develop points of contact to establish points of closed dispensing (PODS) at each county in the region for phase 1 and 2 of the Missouri COVID-19 vaccine implementation plan.
  - 6.1.3 To work to identify at risk communities for COVID-19 disease and engage in communication efforts to increase vaccination uptake among these communities.
  - 6.1.4 To establish PODS for COVID-19 vaccination in high risk communities, as defined by the Centers for Disease Control and Prevention (CDC).
  - 6.1.5 To support and execute the state of Missouri COVID-19 vaccination plan at a local level.

7. **SPECIFIC CONTRACTUAL REQUIREMENTS**

- 7.1 The Contractor shall develop a regional approach, based on the established Emergency Management Regional Divisions to support the COVID-19 vaccine campaign and increase the uptake of the COVID-19 vaccine.
- 7.2 The Contractor shall provide support to community partners, whether that be virtual or onsite, including assisting with the implementation of a vaccine clinic.
- 7.3 The Contractor shall participate in all regularly scheduled calls or specific state calls pertaining to the COVID-19 vaccine campaign.

***Revised per Addendum 01***

- 7.4 The Contractor shall convene a team consisting of at least a Senior Manager, a Registered Nurse (RN), ***and a Communicable Disease Specialist as well as a combination of up to two of the following positions: a Licensed Practical Nurse (LPN), Medical Assistant, or Physician Assistant.***
- 7.4.1 The Contractor shall provide current licenses to practice in Missouri for the RN and LPNs, to the Department, prior to the contract start date.
- 7.5 The Contractor shall identify and collaborate with community partners, businesses, organizations and local health authorities to assess capacity to vaccinate and collaborate to implement vaccine clinics within the region.
- 7.6 The Contractor shall regularly meet with the regional partners via virtually or in-person to ensure vaccination efforts continue to move forward
- 7.7 The Contractor shall perform all services in accordance with the provisions and requirements stated herein and to the sole satisfaction of the Department.

8. **DELIVERABLES AND OUTCOMES**

- 8.1 The Contractor shall identify and establish a regional work group to help assist with regional vaccination planning efforts.
- 8.1.1 The regional work group shall include local public health authorities, health systems, community agencies, a liaison from the Department, the regional emergency manager from the State Emergency Management Agency (SEMA), and a representative for minorities and underserved populations.
- 8.2 The Contractor shall identify, contact and collaborate with the regional local health authorities to identify points of contact (POCs) to assess COVID-19 vaccination needs for the regions critical infrastructure workforce for all of the following types of business, organizations, and institutions:

- a. Food manufacturing plants
- b. Colleges and Universities
- c. Health systems
- d. Hospitals
- e. Health clinic and medical clinics
- f. Home health companies
- g. Long Term Care Facilities
- h. Public and private schools
- i. Law enforcement agencies
- j. Fire protection staff
- k. Child care
- l. Grocery stores
- m. Public utilities
- n. Waste management

- 8.3 The Contractor shall work to identify additional community vaccinators and assist them with completing and submitting the Department provided COVID-19 provider agreement and enrollment form.
- 8.4 The Contractor shall work to identify high risk communities and communities of color in the region that need COVID-19 vaccine and develop and implement a plan to vaccinate the population.
- 8.5 The Contractor shall, within thirty (30) days of the contract start date, submit to the Department the implementation plan to address vaccination efforts in high-risk communities for COVID-19.
- 8.6 The Contractor shall provide both virtual and onsite support to local vaccinators at their request to amplify community vaccination efforts. The support may include on-site assistance with administering vaccine or assisting with the management efforts.
- 8.7 The Contractor shall provide assistance to local regional vaccinators with submitting COVID-19 vaccination administration information into the Immunization Information System (IIS) ShowMeVax.
- 8.8 Upon request, the Contractor shall provide the Department with a list of outreach vaccination clinics and dates and locations the clinics were held.
- 8.9 The Contractor shall identify areas of poor healthcare access in the region and work with the local county health authority and community partners to identify sites for the Department's mobile vaccination unit and establish a regular schedule of outreach.
- 8.10 The Contractor shall identify POCs for all vaccination clinics and share those with the Department.



- 8.11 The Contractor shall utilize the mobile outreach calendar, provided by the Department, to request the mobile unit for outreach in their region.
- 8.12 The Contractor shall ensure and document all COVID-19 vaccine providers in their region have the appropriate storage and temperature monitoring equipment and provide the documentation to the Department upon request.
- 8.13 The Contractor shall ensure that all COVID-19 providers in their region are trained in vaccine storage, handling, administration and the Vaccine Adverse Events Reporting System (VAERS) for the COVID-19 vaccine.
- 8.14 The Contractor shall utilize the COVID-19 vaccine campaign materials developed by the CDC and the Department for guidance of regional vaccination efforts.
- 8.15 The Contractor shall provide a Regional Team Monthly Activity Summary (Attachment D, which is attached hereto and is incorporated by reference as if fully set forth herein) of their activities along with the monthly invoice to the Department.
- 8.16 The Contractor shall ensure all counties in their region's complete the Department provided Tier Pandemic Worksheet. The Contractor shall collect the completed Tier Pandemic Worksheets and submit them to the Department with the final invoice.

9. **REPORTS**

- 9.1 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment E, which is attached hereto and is incorporated by reference as if fully set forth herein). For a contract period of twelve months or less, the Contractor shall submit this report at the time the final invoice is due. For a contract period over twelve months, the Contractor shall submit this report annually and at the time the final invoice is due.
- 9.2 The Contractor shall provide an After Action Report (Attachment F, which is attached hereto and is incorporated by reference as if fully set forth herein) to be submitted with the final invoice.
- 9.3 The Contractor at a minimum of twice per calendar year during the effective dates of this contract, agrees to verify which of its employees are still employed and still require access to the Department's ShowMeVax system. The Contractor shall perform verification and updates with the ShowMeVax Program Security Officer at Division of Community and Public health, Bureau of Immunizations.

10. **BUDGET AND ALLOWABLE COSTS**

- 10.1 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 Analysis, Exhibit 1, which is attached hereto and is incorporated by reference as if fully set forth herein.

- 10.2 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.
- 10.3 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.
- 10.4 The Contractor shall maintain records for salary and wages charged under the contract that accurately reflect the work performed.
- 10.5 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 internal policy, whichever is lower.
  - 10.5.1 The Contractor must have the prior written approval of the Department for any travel related expenses which may exceed the CONUS rates.
  - 10.5.2 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>.
- 10.6 The Contractor shall follow competitive procurement practices.

## 11. **INVOICING AND PAYMENT**

- 11.1 If the Contractor has not already submitted a properly completed Vendor Input/Automated Clearing House Electronic Funds Transfer (ACH-EFT) Application, the Contractor shall complete and submit this Application. The Department will make payments electronically to the Contractor's bank account. The Department may delay payment until the Vendor Input/ACH-EFT Application is received from the Contractor and validated by the Department.
  - 11.1.1 A copy of Vendor Input/ACH-EFT Application and completion instructions may be obtained from the Internet at:  
<https://www.vendor services.mo.gov/vendorservices/Portal/Default.aspx>.
  - 11.1.2 The Contractor must fax the Vendor Input/ACH-EFT Application to: Office of Administration, Division of Accounting at 573-526-9813.
- 11.2 The Contractor shall invoice the Department on the Contractor's original descriptive business invoice form. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice.

- 11.3 The invoice number will be listed on the state's EFT addendum record to enable the Contractor to properly apply state payments to invoices. The Contractor must comply with all other invoicing requirements stated in the RFA.
- 11.4 The Contractor shall submit invoices monthly. Invoices shall be due by the last day of the month following the month in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.
- 11.5 The Department will pay the Contractor monthly upon the receipt and approval of an invoice and report(s) prepared according to the terms of this contract.
- 11.6 The Contractor shall submit all invoices and reports to:

Missouri Department of Health and Senior Services  
Bureau of Immunizations  
P.O. Box 570  
Jefferson City, MO 65102-0570

- 11.7 The Contractor shall submit the final 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.
- 11.8 If the Department denies a request by the Contractor for payment or reimbursement, the Department will provide the Contractor with written notice of the reason(s) for denial.
- 11.9 The Contractor agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Contractor. However, the Contractor may contest any such exception and the Department will pay the Contractor all amounts which the Contractor may ultimately be held entitled to receive as a result of any such legal action.
- 11.10 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.
- 11.11 If the Contractor is overpaid by the Department, the Contractor shall provide the Department (1) with a check made payable as instructed by the Department or (2) deduct the overpayment from an invoice as requested by the Department.
- 11.11.1 For payment by check, the Contractor shall issue a check made payable to "DHSS-DA-Fee Receipts" and mail the check to:

Missouri Department of Health and Senior Services  
Division of Administration, Fee Receipts  
P.O. Box 570  
920 Wildwood Drive

Jefferson City, Missouri 65102-0570

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

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

## 12. **CONTRACT**

12.1 A binding contract shall consist of: (1) the RFA and any amendments thereto, (2) the Contractor's response (application) to the RFA, (3) clarification of the application, if any, and (4) the Department's acceptance of the response (application) by "notice of award". All Exhibits and Attachments included in the RFA shall be incorporated into the contract by reference.

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

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

## 13. **AMENDMENTS**

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

## 14. **RENEWALS**

14.1 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.

14.1.1 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.

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

- b. 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 application 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 application process may be conducted.

**15. MONITORING**

- 15.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.
- 15.2 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.

**16. DOCUMENT RETENTION**

- 16.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.
- 16.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.
- 16.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three (3) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.
- 16.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.

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

17. **CONFIDENTIALITY**

17.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.82. 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.

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

18. **LIABILITY**

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

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

18.3 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and

conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

**19. PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS**

- 19.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.
  - 19.1.1 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).
- 19.2 In accordance with the "Steven's Amendment" in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Contractor shall not issue any statements, press release, request for proposals, application solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:
  - 19.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and
  - 19.2.2 The percentage of the total costs of the program or project which will be financed by nongovernmental sources.
- 19.3 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.
- 19.4 If the Contractor is a State University, the Department limits the requirements of number 10 of the Department's Terms and Conditions to the extent permitted by law and without waiving sovereign immunity.

20. **AUTHORIZED PERSONNEL**

- 20.1 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.
- 20.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- 20.3 Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the Applicant/Contractor meets the section 285.525, RSMo definition of a “business entity” (<http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530>), the Applicant/Contractor must affirm the Applicant’s/Contractor’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Applicant/Contractor should complete applicable portions of Exhibit 2, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit 2 must be submitted prior to an award of a contract.
- 20.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor’s business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:
- 20.4.1 Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND



- 20.4.2 Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
- 20.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- 20.5 In accordance with subsection 2 of section 285.530 RSMo, the Contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

**21. ANTI-DISCRIMINATION AGAINST ISRAEL ACT CONTRACTOR REQUIREMENTS**

- 21.1 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the Contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.
- 21.2 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and the company's employees increases to ten or more during the life of the contract, then the Contractor shall submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.
- 21.3 If during the life of the contract, the Contractor's business status changes to become a company as defined in section 34.600, RSMo, and the company has ten or more employees, then the Contractor shall comply with, complete, and submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification.
- 21.4 Regardless of company status or number of employees, the Contractor is requested to complete and submit the applicable portion of Exhibit 3, Anti-Discrimination Against Israel Act Certification with their response. Pursuant to section 34.600, RSMo, if the vendor meets the section 34.600, RSMo, definition of a "company" (<https://revisor.mo.gov/main/OneSection.aspx?section=34.600>) and the Contractor has ten or more employees, the Contractor must certify in writing that the Contractor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, if awarded a contract, for the duration of the contract. The applicable portion of the exhibit must be submitted prior to an award of a contract.

**22. TERMINATION**

22.1 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:

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

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

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

22.1.4 By request of the Contractor.

22.2 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.

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

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

22.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

**23. TRANSITION**

23.1 Upon award of the contract, the Contractor shall work with the Department and any other organizations designated by the Department to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the Department.

23.1.1 Upon expiration, termination, or cancellation of the contract, the Contractor shall assist the Department to ensure an orderly and smooth transfer of responsibility and

continuity of those services required under the terms of the contract to an organization designated by the Department.

**24. SUBCONTRACTING**

- 24.1 Any subaward and/or subcontract shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the Department, including the civil rights requirements set forth in 19 CSR 10-2.010 (5) (A)-(L), if applicable, and provided that the Department approves the arrangement prior to finalization. The Contractor shall ensure that the Department is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subaward and/or subcontract in those matters described herein. The Contractor shall expressly understand and agree that the responsibility for all legal and financial obligations related to the execution of a subaward and/or subcontract rests solely with the Contractor; and the Contractor shall ensure and maintain documentation that any and all subawardees and/or subcontractors comply with all requirements of this contract. The Contractor agrees and understands that utilization of a subawardee and/or subcontractor to provide any of the equipment or services in this contract shall in no way relieve the Contractor of the responsibility for providing the equipment or services as described and set forth herein.
- 24.2 Pursuant to subsection 1 of section 285.530, RSMo, no Contractor, subawardee, and/or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general Contractor, subawardee, and/or subcontractor of any tier shall not be liable when such Contractor, subawardee, and/or subcontractor contracts with its direct subawardee and/or subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the Contractor and the subawardee and/or subcontractor affirmatively states that:
- 24.2.1 The direct subawardee and/or subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
- 24.2.2 The Contractor, subawardee, and/or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subawardee's and/or subcontractor's employees are lawfully present in the United States.
- 24.3 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.
- 24.4 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.

**25. SUBSTITUTION OF PERSONNEL**

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

**26. PARTICIPATING ENTITIES**

26.1 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 application.

26.1.1 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.

26.1.2 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 application. If the Contractor's payments to the participating entities are less than the amount committed, the Department may cancel the contract and/or suspend or debar the Contractor from participating in future applications, 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.

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

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

- b) 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.
- 26.1.4 No later than 30 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 Office of Administration/Division of Purchasing's website at <http://oa.mo.gov/sites/default/files/bswaffidavit.doc> or another affidavit providing the same information.
- 26.2 Minority Business Enterprise (MBE)/Woman Owned Business Enterprise (WBE) Participation
- 26.2.1 A listing of minority and women vendors certified by the Department is available on the Internet at:
- <http://oeo.mo.gov/>
- 26.2.2 For Applicants who do not have Internet access, information regarding registered minority and women vendors can be obtained by contacting the Office of Equal Opportunity at (877) 259-2963 or (573) 751-8130.
- 26.2.3 In the event the Applicant proposes to subcontract for services and/or equipment described herein, the Applicant should make a good faith effort to locate and contract with certified MBEs for a minimum of 10% of the total dollar value of the contract and with WBEs for 10% of the total dollar value of the contract.
- 26.2.4 The Applicant should indicate the percentage level of MBE/WBE participation proposed to fulfill the requirements of the contract. The Applicant should provide documentation of a plan for achieving the proposed level of participation for each MBE/WBE subcontractor proposed.

**27. SUBMISSION OF APPLICATIONS**

- 27.1 Applicants must sign the RFA cover page or, if applicable, the cover page of the last amendment thereto in order to demonstrate acceptance by the Applicant of all RFA terms and conditions. Failure to do so may result in rejection of the application unless the Applicant's full compliance with those documents is indicated elsewhere within the Applicant's response.
- 27.1.1 The signed page one (cover page) from the original RFA and all signed amendments should be placed at the beginning of the application. These form(s) must include an original signature (preferably signed in blue ink), no stamped signatures. The signature must be that of an individual legally authorized to sign contracts for the agency.
- 27.2 Any foreign Applicant not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their application in order to be considered for award.
- 27.3 The Applicant should provide its Data Universal Numbering System (DUNS) number to the Department by completing Exhibit 4, which is attached hereto and is incorporated by reference as if fully set forth herein.
- 27.4 To facilitate the evaluation process, the Applicant is encouraged to submit application information by sections that correspond with the individual evaluation categories described herein. The Applicant is cautioned that it is the Applicant's sole responsibility to submit necessary information. The Department is under no obligation to solicit any information if it is not included with the application. The Applicant's failure to submit information with the application, including pricing and renewal information, may cause an adverse impact on the evaluation of the application.
- 27.4.1 Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.
- 27.5 The application should be page numbered.
- 27.6 The application should be typed.
- 27.7 In preparing an application, the Applicant should be mindful of document preparation efforts for imaging purposes and storage capacity. The Applicant should limit application content to items that provide substance, quality of content, and clarity of information.
- 27.8 Do not staple the application.
- 27.9 The Department recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the Applicant is requested to print the application 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 applications may be submitted in a notebook or binder.

- 27.10 The Applicant should include two (2) additional copies along with the original application. The Applicant should include completed exhibits, forms, and other information concerning the application, including completed Pricing Page Analysis, with the application.
- 27.10.1 The front cover of the original application should be labeled “original” and the front cover of all copies should be labeled “copy”.
- 27.11 Any information submitted with the application, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of an application and the award of a contract.
- 27.12 Applications may be submitted through the U.S. Postal Service. However, mailing applications to the P.O. Box does not guarantee receipt of the application document by the Procurement Unit before the required receipt date and time.
- 27.13 The outermost, sealed envelope should clearly identify “RFA #2105” in the lower left corner of the envelope.
- 27.14 Faxed or emailed applications will not be accepted.
- 27.15 The Department must receive the application in a sealed envelope on or before the return due date and time published on the front page of the RFA at the address listed on the cover page of the application. The application return due date and time may also be referred to as the application opening date and time.
- 27.16 Applications received after the receipt date and time as published on the front page of the RFA will not be considered or evaluated.
- 27.17 Pursuant to section 610.021, RSMo, the application shall be considered an open record after the applications are opened. Therefore, the Applicant is advised not to include any information that the Applicant does not want to be viewed by the public, including personal identifying information such as social security numbers.
- 27.18 The Applicant is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of the RFA and its contractual requirements. The Applicant agrees that in the event of conflict between any of the Applicant's terms and conditions and those contained in the RFA, that the RFA shall govern. Taking exception to the State's terms and conditions may render an Applicant's application non-responsive and remove it from consideration for award.

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

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

**28. APPLICATION WITHDRAWAL**

28.1 An application that has been delivered to the Department may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile that the applicant delivers to the Department. Telephone requests to withdraw an application will not be accepted.

**29. APPLICATION EVALUATION**

29.1 All applications will be reviewed and scored by an evaluation committee.

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

29.3 When evaluating an application, the Department reserves the right to consider relevant information and fact, whether gained from an application, from an Applicant, from Applicant's references, or from any other source.

29.4 After determining that an application satisfies the mandatory requirements stated in the RFA, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the application in accordance with the evaluation criteria stated below. The contracts shall be awarded to the lowest and best applications.

29.5 Application evaluation will be based on a 200 point total to be applied as follows:

- Experience and Reliability----- Up to 30 points
- Expertise of Personnel----- Up to 30 points



Method of Performance ----- Up to 40 points  
Cost----- Up to 100 points

29.6 Evaluation of Applicant’s Experience and Reliability

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

- a. The Applicant should provide information about the Applicant’s organization on Exhibit 5.
- b. The Applicant should provide information related to previous and current services/contracts of the Applicant or Applicant’s proposed subcontractor where performance was similar to the required services of this RFA. The information may be shown on Exhibit 6 or in a similar manner.
  - 1) As part of the evaluation process, the Department may contact the Applicant’s references, including references not listed or identified within the Applicant’s application but who have current or previous experiences with the Applicant.
  - 2) The Applicant shall agree and understand that the Department is not obligated to contact the Applicant’s references.

29.7 Evaluation of Expertise of Applicant’s Personnel

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

- a. The Applicant should provide the information requested on Exhibit 7 for each key person proposed to provide the services required herein. If additional personnel resources are available, the Applicant may provide information for such personnel by completing Exhibit 8.
  - 1) The information provided should be structured to emphasize relevant qualifications and experience of the personnel in completing contracts/performing services of a similar size and scope to the requirements of this RFA.

- a) The information submitted should clearly identify previous experience of the person in performing similar services and should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and whether the person is proposed for the same services for the Department.
  - b. If personnel are not yet hired, the Applicant should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.
  - c. The Applicant should submit a copy of all licenses and/or certifications related to the performance of the services required herein that are held by the personnel proposed to provide such services. If not submitted with the application, the Department reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.
- 29.7.2 The Applicant shall complete and submit Exhibit 9, Miscellaneous Information regarding services being performed at sites outside the United States.
- 29.7.3 The Applicant must be in compliance with the laws regarding conducting business in the State of Missouri. The Applicant 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:
- a. Registration of business name (if applicable)
  - b. Certificate of authority to transact business/certificate of good standing (if applicable)
  - c. Taxes (e.g., city/county/state/federal)
  - d. State and local certifications (e.g., professions/occupations/activities)
  - e. Licenses and permits (e.g., city/county license, sales permits)
  - f. Insurance (e.g., worker's compensation/unemployment compensation)
- 29.8 Evaluation of Method of Performance
- 29.8.1 Applications will be subjectively evaluated based on the Applicant's distinctive plan for performing the requirements of the RFA. Therefore, the Applicant should present a written narrative that demonstrates the method or manner in which the Applicant proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.
- 29.8.2 Method of Performance - Exhibit 10 is provided for the Applicant's use in providing information about the proposed method of performance. The Applicant should present a detailed description of all products and services proposed in the response to this RFA. It is the Applicant's responsibility to make sure all products proposed are adequately described in order to conduct an evaluation of the application to insure its compliance

with mandatory technical specifications. It should not be assumed that the evaluator has specific knowledge of the products proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.

- 29.8.3 The Applicant may submit preprinted marketing materials with the application. However, the Applicant is advised that such brochures normally do not address the needs of the evaluators with respect to the technical evaluation process and the specific responses which have been requested of the Applicant. The Applicant is strongly discouraged from relying on such materials in presenting products and services for consideration by the state.
- a. It is the Applicant's responsibility to provide detailed information about how the item application meets the specifications presented herein. If preprinted marketing materials do not specifically address each specification, the Applicant should provide detailed information to ensure that the product meets the state's mandatory requirements. In the event this information is not submitted with the application, the procurement officer may, but is not required to, seek written clarification from the Applicant to provide assurance that the product application meets specifications.
- 29.8.4 It is the Applicant's responsibility to submit an application that meets all mandatory specifications stated herein. The Applicant should clearly identify any and all deviations from both the mandatory and desirable specifications stated in the RFA. Any deviation from a mandatory requirement may render the application non-responsive. Any deviation from a desirable specification may be reviewed by the state as to its acceptability and impact on competition.
- a. A descriptive brochure may not be acceptable as clear identification of deviations from the written specification.
- 29.8.5 The Applicant should also provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The relationship of service personnel to management and to support personnel should be clearly illustrated.
- 29.9 Evaluation of Cost
- 29.9.1 The cost evaluation shall be based on a total cost determined by adding all prices on the Pricing Page Analysis, Exhibit 1.
- a. The evaluation of cost will include the original and any potential renewal periods.
  - b. Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Applicant's Price}}{\text{Applicant's Price}} \times \text{Maximum Cost Evaluation points (100)} = \text{Assigned Cost Points}$$

29.9.2 The Applicant shall complete and return the Price Analysis, Exhibit 1 or present the same information in a similar format.

29.10 Any pricing information submitted by an Applicant shall be subject to evaluation if deemed by the Department to be in its best interest.

29.11 Preference for Organizations for the Blind and Sheltered Workshops - Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a five to fifteen (5-15) bonus point preference shall be granted to Applicants 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.

29.11.1 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:

- a. The Applicant 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.
- b. The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop are utilized, to any extent, in the Applicant'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.
- c. If the Applicant 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 Applicant must provide the requested information with the bid.
- d. A sliding scale for the award of points shall range from a minimum of five (5) points to a maximum of fifteen (15) points. The award of the minimum five (5) points shall be based on the bid containing a commitment that the participating

nonprofit organization or workshop is providing the greater of two percent (2%) or five thousand dollars (\$5,000) of the total contract value of bids for purchases not exceeding ten (10) million dollars.

29.11.2 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 [Applicant's Commitment Number below], not as a percentage) times two and one-half (2.5) points:

$$\text{Applicant's Commitment Number} \times 2.5 \text{ points} = \text{Awarded Points}$$

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

- a. Participation Commitment – The Applicant must complete Exhibit 11, Participation Commitment, by identifying the organization for the blind or sheltered workshop, the amount of participation committed, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the Applicant submitting the bid is an organization for the blind or sheltered workshop, the Applicant must be listed in the appropriate table on the Participation Commitment Form.
- b. Documentation of Intent to Participate – The Applicant must either provide a properly completed Exhibit 12 Documentation of Intent to Participate Form or must provide a letter of intent recently signed by the proposed Organization for the Blind or Sheltered Workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

NOTE: If the Applicant submitting the bid is an organization for the blind or sheltered workshop, the Applicant is not required to complete Exhibit 12, Documentation of Intent to Participate Form or provide a letter of intent.

29.11.3 The following websites provide information regarding Missouri sheltered workshops:

- a. Listing of Missouri Sheltered Workshops: <http://dese.mo.gov/special-education/sheltered-workshops/directories>
  - b. Missouri Sheltered Workshop Products/Services Locator: <http://moworkshops.org/services.html>
- 29.11.4 The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following Internet addresses:  
<http://www.lhbindustries.com>  
<http://www.alphapointe.org>
- 29.11.5 Commitment – If the Applicant’s bid is awarded, the organization for the blind or sheltered workshop participation committed to by the Applicant on Exhibit 11, Participation Commitment, shall be interpreted as a contractual requirement.
- 29.12 Service-Disabled Veteran Business Enterprises (SDVEs) - Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the state agency has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs). A three (3) point bonus preference shall be granted to Applicants including products and/or services manufactured, produced or assembled by a qualified SDVE.
- 29.12.1 In order to qualify for the three bonus points, the following conditions must be met and the following evidence must be provided:
- a. The Applicant 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.
  - b. The services performed or the products provided by the SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the SDVE are utilized, to any extent, in the Applicant’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.
  - c. In order to receive evaluation consideration for participation by an SDVE, the Applicant must provide the following information with the bid:
    - 1) Participation Commitment - The Applicant must complete Exhibit 11, Participation Commitment, by identifying each proposed SDVE, the committed percentage of participation for each SDVE, and the commercially useful products/services to be provided by the listed SDVE.

If the Applicant submitting the bid is a qualified SDVE, the Applicant must be listed in the appropriate table on the Participation Commitment Form.

- 2) Documentation of Intent to Participate – The Applicant must either provide a properly completed Exhibit 11, Documentation of Intent to Participate Form or must provide a letter of intent recently signed by the proposed SDVE which: (1) must describe the products/services the SDVE will provide and (2) must include the SDV Documents described below as evidence that the SDVE is qualified, as defined herein.
- 3) Service-Disabled Veteran (SDV) Documents – If a participating organization is an SDVE, unless previously submitted within the past three (3) years to the state agency or to the Office of Administration, Division of Purchasing, the Applicant **must** provide the following Service-Disabled Veteran (SDV) documents.
  - a) a copy of the SDV’s Certificate of Release or Discharge from Active Duty (DD Form 214), and a copy of the SDV’s disability rating letter issued by the Department of Veterans Affairs establishing a service connected disability rating, or a Department of Defense determination of service connected disability.

NOTE:

- i. If the Applicant submitting the bid is a qualified SDVE, the Applicant must include the SDV Documents as evidence that the Applicant qualifies as an SDVE. However, the Applicant is not required to complete Exhibit 12, Documentation of Intent to Participate Form or provide a letter of intent.
- ii. If the SDVE and SDV are listed on the following Internet address, the Applicant is not required to prove the SDV Documents listed above.

<http://oa.mo.gov/sites/default/files/sdvelisting.pdf>

29.12.2 Commitment – If awarded a contract, the SDVE participation committed to by the Applicant on Exhibit 11, Participation Commitment, shall be interpreted as a contractual requirement.

29.12.3 Definition - Qualified SDVE:

- a. 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;

- b. 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;
  - c. SDVE has the management and daily business operations controlled by one (1) or more SDVs;
  - d. SDVE has a copy of the SDV's Certificate of Release or Discharge from Active Duty (DD Form 214), and a copy of the SDV's disability rating letter issued by the Department of Veterans Affairs establishing a service connected disability rating, or a Department of Defense determination of service connected disability; and
  - e. SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.
- 29.13 Pursuant to 34.060 RSMo, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- 29.14 Award Process:
- 29.14.1 Any award of a contract shall be made by notification from the Department to the successful Applicant.
  - 29.14.2 The Department will officially notify Applicants not receiving a contract in writing. The only official position of the Department will be issued in writing and signed by the Director of Administration (or designated representative) of the Missouri Department of Health and Senior Services. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
  - 29.14.3 Contracts will be awarded on a competitive basis with the lowest and best application receiving an award. Based on the availability of funds, additional awards shall be made to the next lowest and best application(s).
  - 29.14.4 In the event all Applicants fail to meet the same mandatory requirement in an RFA, the Department reserves the right, at its sole discretion, to waive that requirement for all Applicants and to proceed with the evaluation.
  - 29.14.5 The Department reserves the right to reject any and all applications.



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

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

**CERTIFICATIONS****1. GENERAL**

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

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

- 2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.
- 2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.
- 2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:
- 2.3.1 Checking the System of Award Management (SAM) <https://www.sam.gov>; or
- 2.3.2 Collecting a certification from that person; or
- 2.3.3 Adding a clause or condition to the covered transaction with that person.

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

- 3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

**CERTIFICATIONS**

- 3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.
- 3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- 3.5 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 3.7 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

Missouri Department of Health and Senior Services  
Division of Administration, Grants Accounting Unit  
P.O. Box 570  
920 Wildwood Drive  
Jefferson City, Missouri 65102-0570

**CERTIFICATIONS****5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

- 6.1 The Contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
- 6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
- 6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));
- 6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

**CERTIFICATIONS**

- 6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;
- 6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
- 6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;
- 6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;
- 6.1.8 Missouri Governor’s E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);
- 6.1.9 Missouri Governor’s E.O. #10-24; and
- 6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

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

- 7.1 The Contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a Contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for “whistleblowing”. In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
- 7.2 The Contractor’s employees are encouraged to report fraud, waste, and abuse. The Contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
- 7.3 The Contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

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

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

**SUBRECIPIENT SPECIAL CONDITIONS**

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.
  - 1.1 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 this 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. See the Federal Agency's Notice of Grant Award at <http://health.mo.gov/contractorresources/nga> for the terms and conditions of the federal award(s) governing this contract. Refer to the Contract Funding Source(s) report enclosed with the contract for a listing of the applicable federal award numbers.
  - 1.2 In performing its responsibilities under this 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 Part 200, as applicable, including any subsequent amendments).
  - 1.3 The Contractor shall send audit reports, other than their Single Audit Report, to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year. If a Single Audit is required, the Contractor must submit the Single Audit Report according to 2 CFR § 200.512. The Contractor shall return to the Department any funds disallowed in an audit of this contract.
  - 1.4 The Contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth. <http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>
  - 1.5 The Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under the federal award or this contract. The Contractor shall return to the Department any funds disallowed within ninety days of notification by the Department to return such funds.
  - 1.6 The Contractor shall notify the Department in writing within 30 days after a change occurs in its primary personnel involved in managing this contract.
  - 1.7 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.338 Remedies for Noncompliance.

**SUBRECIPIENT SPECIAL CONDITIONS**

- 1.8 The Contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR § 175.25. The subrecipient and subrecipients' employees may not:
  - 1.8.1 Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - 1.8.2 Procure a commercial sex act during the period of time that the award is in effect; or
  - 1.8.3 Use forced labor in the performance of the award or subawards under the award.
  - 1.8.4 The Contractor must include the requirements of this paragraph in any subaward made to a private entity.
- 1.9 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.
- 1.10 A Contractor that is a Department or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act (P.L. 94-580). The requirements of Section 6002 relate solely to procuring items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247.
- 1.11 The Contractor shall provide its Data Universal Numbering System (DUNS) number to the Department. If the Contractor is an exempt individual as per 2 CFR § 25.110(b), the Contractor shall notify the Department of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its DUNS number. The Department shall withhold the award of this contract until the Contractor submits the DUNS number to the Department and the Department has verified the DUNS.
- 1.12 Equipment
  - 1.12.1 Title to equipment purchased by the Contractor for the purposes of fulfilling contract services vests in the Contractor upon acquisition, subject to the conditions that apply as set forth in 2 CFR § 200.313. The Contractor must obtain written approval from the Department prior to purchasing equipment with a cost greater than \$1,000. The repair and maintenance of purchased equipment will be the responsibility of the Contractor. Upon satisfactory completion of the contract, if the current fair market value (FMV) of the equipment purchased by the Contractor is less than \$5,000, the Contractor has no further obligation to the Department. The Contractor may sell or retain items it purchased with a current FMV greater than \$5,000, but the Contractor may be required to reimburse the Department for costs up to the current value of the equipment.

**SUBRECIPIENT SPECIAL CONDITIONS**

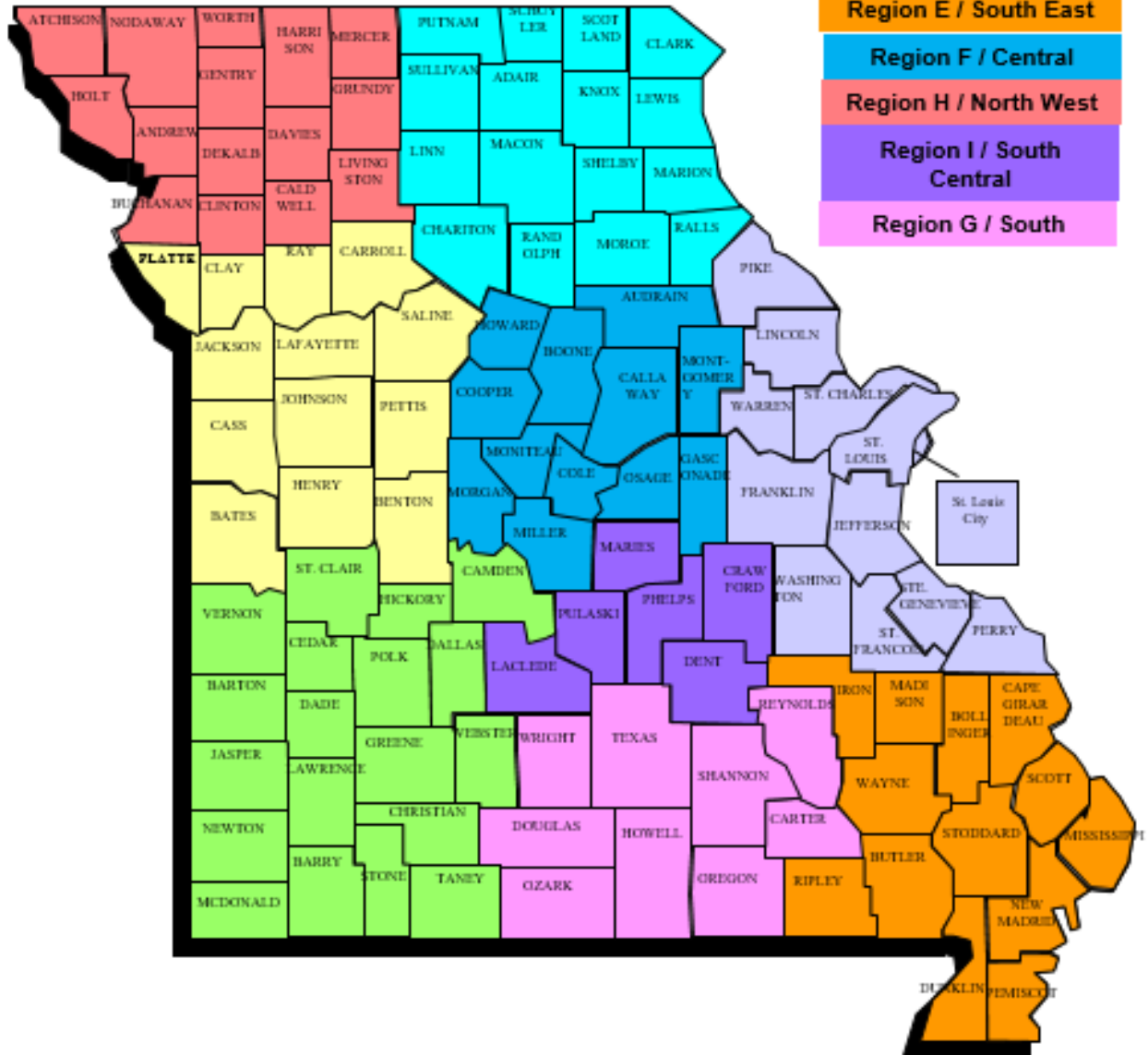
- 1.12.2 Equipment purchased by the Department and placed in the custody of the Contractor shall remain the property of the Department. The Contractor must ensure these items are safeguarded and maintained appropriately, and return such equipment to the Department at the end of the program.



# Missouri Department of Health and Senior Services Regional Map

KEY

- Region A / Western
- Region B / North East
- Region C / Eastern
- Region D / South West
- Region E / South East
- Region F / Central
- Region H / North West
- Region I / South Central
- Region G / South



**Monthly Activity Summary**

**Outreach Vaccine Clinics**

<b>Date/Time</b>	<b>Place/Location/Activity</b>	<b>COVID-19 Vaccinations Administered</b>
<b>11/1/20 - 2-4 pm</b>	<b>Example: Nursing Home/Columbia/Clinic</b>	<b>50</b>
<b>12/1/20 - 10-10:30 am</b>	<b>Example: Nursing Home/Columbia/Outreach</b>	<b>0</b>
Total		<b>0</b>

**Virtual or Onsite Support Provided to Local Vaccinators**

<b>Date</b>	<b>Type of support/Place/Location</b>	<b>Description of Activity</b>
<b>10/9/20</b>	<b>Onsite support /School District/Kansas City</b>	<b>Mass vaccination and ShowMeVax entry during a mass vaccination event at a local high school stadium</b>
<b>10/14/20</b>	<b>Virtual support/LPHA/Jefferson City</b>	<b>Provided COVID-19 vaccine campaign materials for dissemination</b>
Total		<b>0</b>

**Monthly Activity Summary**

**Meetings Held**

<b>Date</b>	<b>Purpose of the meeting</b>	<b>Description</b>
<b>10/3/20</b>	<b>Regularly scheduled regional meeting</b>	<b>Identified high risk communities</b>
<b>10/9/20</b>	<b>Special work group</b>	<b>Developed plan to vaccinate communities of high risk as defined by the CDC.</b>
	Total	0



**MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES  
Subrecipient Annual Financial Report**

1. Contractor Name and Complete Address				
2. Contract Number		3. Contract Period (MM/DD/YY)		4. Contractor Identifying Number (optional)
		From:	To:	
5. DUNS Number		6. EIN		7. Report Type
				<input type="checkbox"/> Annual <input type="checkbox"/> Final
<b>8. Transactions</b>				
<b>Contract Expenditures:</b>				
8a. Total contract funds authorized:				
8b. Total expenditures:				
8c. Unspent balance of contract funds (line a minus b):				\$0.00
<b>Match Requirements (if required by the contract):</b>				
8d. Total match required:				
8e. Total match expenditures:				
8f. Remaining match to be provided (line d minus e):				\$0.00
9. Remarks: Attach any explanations deemed necessary.				
<b>10. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).</b>				
11a. Typed or Printed Name and Title of Authorized Certifying Official of the Contractor		11b. Telephone (Including Area Code)		11c. Email Address
11d. Signature of Authorized Certifying Official of the Contractor				11e. Date Report Submitted (MM/DD/YY)

## Missouri Department of Health and Senior Services COVID-19 Vaccination Regional Contract After Action Report

CONTRACTOR'S NAME

DATE

NAME OF INDIVIDUAL COMPLETING THE REPORT

PROVIDE A BRIEF SUMMARY OF THE DELIVERABLES ACCOMPLISHED

PROVIDE CLINIC DETAILS								
TIMEFRAME	NUMBER OF OUTREACH CLINICS				NUMBER OF DOSES ADMINISTERED			
	OFF-SITE	MOBILE	NUMBER COUNTIES INVOLVED	NUMBER OF COMMUNITY PARTNERS INVOLVED	18-29	30-49	50-64	65+
JANUARY								
FEBRUARY								
MARCH								
APRIL								
MAY								
JUNE								

DID YOUR AGENCY WORK WITH ALL THE COUNTIES IN YOUR REGION ?
<input type="checkbox"/> Yes <input type="checkbox"/> No            If No, please explain.

HOW MANY COMMUNITY PARTNERS WERE ENGAGED IN YOUR REGIONAL MEETINGS AND DESCRIBE METHODS OF ENGAGEMENT?

**Missouri Department of Health and Senior Services  
COVID-19 Vaccination Regional Contract After Action Report**

**LIST THREE SUCCESSES THAT WERE REALIZED DURING THE PLANNING, PREPARATION AND ACTUAL COVID-19 VACCINATION CLINICS?**

**LIST THREE BARRIERS THAT WERE EXPERIENCED DURING THE PLANNING, PREPARATION AND ACTUAL COVID-19 VACCINATION CLINICS?**

**EXHIBIT 1**

**PRICING PAGE ANALYSIS**

The Applicant shall provide the cost reimbursement for the original contract period and a maximum price per year for each potential renewal period for providing all services in accordance with the provisions and requirements of the RFA. All costs associated with providing the required services (including, but not limited to, startup, administration, overhead, personnel, support materials, equipment, and supplies) shall be included in the stated price(s). Renewal prices are not guaranteed and will be subject to available funding.

<b>Central Region</b>	
<b>Year of Contract</b>	<b>Guaranteed Not-To-Exceed Total Price</b>
Original Contract Period	\$ _____ (not to exceed \$128,479.88)
First Renewal Period	\$ _____ (not to exceed \$128,479.88)
Second Renewal Period	\$ _____ (not to exceed \$128,479.88)

<b>Eastern Region</b>	
<b>Year of Contract</b>	<b>Guaranteed Not-To-Exceed Total Price</b>
Original Contract Period	\$ _____ (not to exceed \$128,479.88)
First Renewal Period	\$ _____ (not to exceed \$128,479.88)
Second Renewal Period	\$ _____ (not to exceed \$128,479.88)

**EXHIBIT 1 (CONTINUED)**  
**BUDGET/PRICE ANALYSIS**

<b>North East Region</b>	
<b>Year of Contract</b>	<b>Guaranteed Not-To-Exceed Total Price</b>
Original Contract Period	\$ _____ (not to exceed \$128,479.88)
First Renewal Period	\$ _____ (not to exceed \$128,479.88)
Second Renewal Period	\$ _____ (not to exceed \$128,479.88)

<b>North West Region</b>	
<b>Year of Contract</b>	<b>Guaranteed Not-To-Exceed Total Price</b>
Original Contract Period	\$ _____ (not to exceed \$128,479.88)
First Renewal Period	\$ _____ (not to exceed \$128,479.88)
Second Renewal Period	\$ _____ (not to exceed \$128,479.88)



**EXHIBIT 1 (CONTINUED)**  
**BUDGET/PRICE ANALYSIS**

<b>South Region</b>	
<b>Year of Contract</b>	<b>Guaranteed Not-To-Exceed Total Price</b>
Original Contract Period	\$ _____ (not to exceed \$128,479.88)
First Renewal Period	\$ _____ (not to exceed \$128,479.88)
Second Renewal Period	\$ _____ (not to exceed \$128,479.88)

<b>South Central Region</b>	
<b>Year of Contract</b>	<b>Guaranteed Not-To-Exceed Total Price</b>
Original Contract Period	\$ _____ (not to exceed \$128,479.88)
First Renewal Period	\$ _____ (not to exceed \$128,479.88)
Second Renewal Period	\$ _____ (not to exceed \$128,479.88)

**EXHIBIT 1 (CONTINUED)**  
**BUDGET/PRICE ANALYSIS**

<b>South East Region</b>	
<b>Year of Contract</b>	<b>Guaranteed Not-To-Exceed Total Price</b>
Original Contract Period	\$ _____ (not to exceed \$128,479.88)
First Renewal Period	\$ _____ (not to exceed \$128,479.88)
Second Renewal Period	\$ _____ (not to exceed \$128,479.88)

<b>South West Region</b>	
<b>Year of Contract</b>	<b>Guaranteed Not-To-Exceed Total Price</b>
Original Contract Period	\$ _____ (not to exceed \$128,479.88)
First Renewal Period	\$ _____ (not to exceed \$128,479.88)
Second Renewal Period	\$ _____ (not to exceed \$128,479.88)

**EXHIBIT 1 (CONTINUED)**  
**BUDGET/PRICE ANALYSIS**

<b>Western Region</b>	
<b>Year of Contract</b>	<b>Guaranteed Not-To-Exceed Total Price</b>
Original Contract Period	\$ _____ (not to exceed \$128,479.88)
First Renewal Period	\$ _____ (not to exceed \$128,479.88)
Second Renewal Period	\$ _____ (not to exceed \$128,479.88)

**EXHIBIT 1 (CONTINUED)**  
**BUDGET/PRICE ANALYSIS**

<b>Identify Region:</b>			
<b>Specify the applicable contract period:</b>	<input type="checkbox"/> <b>Original Contract Period</b>	<input type="checkbox"/> <b>First Renewal Period</b>	<input type="checkbox"/> <b>Second Renewal Period</b>
The Applicant should complete the following table in sufficient detail for information regarding the services proposed. Copy and complete this Budget/Price Analysis Exhibit for each contract period.			
<b>Budget Categories</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
<b>Professional Personnel (list by classification and name, if known)</b>			
1. Senior Manager		\$	\$
2. Registered Nurse		\$	\$
3. Licensed Practical Nurse		\$	\$
4. Medical Assistant		\$	\$
5. Communicable Disease Specialist		\$	\$
6.		\$	\$
7.		\$	\$
8.		\$	\$
9.		\$	\$
10.		\$	\$
<b>Total Professional Personnel</b>			\$
<b>Travel Expenses (list)</b>			
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
5.		\$	\$
<b>Total Travel Expenses</b>			\$
<b>Other (list)</b>			
1.		\$	\$
2.		\$	\$
<b>Total Other Expenses</b>			\$
<b>Subtotal of Direct Costs</b>			\$
<b>Implementation Plan (no more than 10% of total direct costs allowed)</b>			
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
5.		\$	\$
<b>Total Implementation Plan</b>			\$
<b>Guaranteed Not-to-Exceed Total Price (equals Guaranteed Not-to-Exceed Total Price on Pricing Page)</b>			\$

**EXHIBIT 2**

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

**BUSINESS ENTITY CERTIFICATION:**

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

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm).
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with Missouri state agency including Division of Purchasing and Materials Management.

**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, Applicants, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

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

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

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

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

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under RFA #2105 (Application Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, \_\_\_\_\_ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Missouri Department of Health & Senior Services with all documentation required in Box B of this exhibit.

\_\_\_\_\_  
Authorized Representative’s Name  
(Please Print)

\_\_\_\_\_  
Authorized Representative’s Signature

\_\_\_\_\_  
Company Name (if applicable)

\_\_\_\_\_  
Date

**EXHIBIT 2, continued**

**BOX B – CURRENT BUSINESS ENTITY STATUS**

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

\_\_\_\_\_  
Authorized Business Entity  
Representative's Name  
(Please Print)

\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

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

- Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm); 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 Applicant's/Contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the Applicant's/Contractor's name and the MOU signature page completed and signed, at minimum, by the Applicant/Contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the Applicant's/Contractor's name and company ID, then no additional pages of the MOU must be submitted.; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

**EXHIBIT 2, continued**

**AFFIDAVIT OF WORK AUTHORIZATION:**

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

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

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

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
E-Verify Company ID Number

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_. I am  
(DAY) (MONTH, YEAR)  
commissioned as a notary public within the County of \_\_\_\_\_, State of  
(NAME OF COUNTY)  
\_\_\_\_\_, and my commission expires on \_\_\_\_\_.  
(NAME OF STATE) (DATE)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Date

**EXHIBIT 2, continued**

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

**BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the Applicant’s name and the MOU signature page completed and signed by the Applicant and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University\*** to Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

(\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

**Date** of Previous E-Verify Documentation Submission: \_\_\_\_\_

Previous **Application/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

\_\_\_\_\_  
E-Verify MOU Company ID Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

**FOR STATE USE ONLY**

Documentation Verification Completed By:

\_\_\_\_\_  
Procurement Officer

\_\_\_\_\_  
Date



**EXHIBIT 3**  
**ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION**

**Statutory Requirement:** Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services “unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.”

**Exceptions:** The statute provides two exceptions for this certification: 1) “contracts with a total potential value of less than one hundred thousand dollars” or 2) “contractors with fewer than ten employees.” Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

**Company** - any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

**Boycott Israel and Boycott of the State of Israel** - engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company’s statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

**Certification:** The contractor must therefore certify their current status by completing either Box A, Box B, or Box C on the next page of this Exhibit.

- BOX A:** To be completed by a contractor that does not meet the definition of “company” above, hereinafter referred to as “Non-Company.”
- BOX B:** To be completed by a contractor that meets the definition of “Company” but has less than ten employees.
- BOX C:** To be completed by a contractor that meets the definition of “Company” and has ten or more employees.

**EXHIBIT 3, continued**

**BOX A – NON-COMPANY ENTITY**

I certify that \_\_\_\_\_ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity’s business status changes during the life of the contract to become a “company” as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Department of Health and Senior Services at that time.

\_\_\_\_\_  
Authorized Representative’s Name (Please Print)

\_\_\_\_\_  
Authorized Representative’s Signature

\_\_\_\_\_  
Entity Name

\_\_\_\_\_  
Date

**BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES**

I certify that \_\_\_\_\_ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Department of Health and Senior Services at that time.

\_\_\_\_\_  
Authorized Representative’s Name (Please Print)

\_\_\_\_\_  
Authorized Representative’s Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

**BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES**

I certify that \_\_\_\_\_ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

\_\_\_\_\_  
Authorized Representative’s Name (Please Print)

\_\_\_\_\_  
Authorized Representative’s Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date



**Missouri Department of Health and Senior Services**  
**Federal Funding Accountability and Transparency Act (FFATA)**  
**Contractor/Subawardee Data Form**  
 P.O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6024 FAX: 573-526-0430

**I. Please Print or Type**

<b>Legal Business Name:</b>		
<b>Doing Business As:</b>		
<b>Street Address:</b> <i>(Must be the physical location. No P.O. boxes please)</i>		
<b>City:</b>	<b>State:</b>	
<b>Zip Code+4:</b> <i>(see <a href="http://zip4.usps.com/zip4/welcome.jsp">http://zip4.usps.com/zip4/welcome.jsp</a>)</i>	<b>Congressional District:</b> <i>(see <a href="http://ziplook.house.gov/htbin/findrep?ZIP=">http://ziplook.house.gov/htbin/findrep?ZIP=</a>)</i>	
<b>Contact Person:</b>	<b>Email:</b>	
<b>Telephone Number:</b>	<b>Extension:</b>	<b>Federal Tax ID Number:</b>
<p><b>DUNS Number:</b></p> <p><b><i>A DUNS number is FREE for any business required to register with the U.S. government to receive federal contracts or grants.</i></b></p> <p>To register for your DUNS number, go to <a href="http://fedgov.dnb.com/webform">http://fedgov.dnb.com/webform</a> or call 1-866-705-5711.</p> <p>If you are acting in your individual capacity unrelated to any business or non-profit organization, a DUNS number may not be required, see Section III on page 4.</p>		
<b>Parent DUNS Number:</b> <i>(if applicable)</i>		

**Executive Compensation**

To determine whether you are required to report executive compensation data, please answer the following questions:



**Missouri Department of Health and Senior Services**  
**Federal Funding Accountability and Transparency Act (FFATA)**  
**Contractor/Subawardee Data Form**  
 P.O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6024 FAX: 573-526-0430

1. In your business or organization’s previously completed fiscal year, did your business or organization receive \$25,000,000 or more in annual gross revenues from government grant money?  
 YES  NO *(If the answer is **No** skip questions 2 and 3 because you do not need to report your organization’s executive compensation data (Section II on page 3). Sign certification below and return the form. You do not need to complete Sections II and III of the form.)*
  
2. In your business or organization’s previously completed fiscal year, did your business or organization receive 80 percent or more of its annual gross revenues from government grant money?  
 YES  NO *(If the answer is **No** skip question 3 because you do not need to report your organization’s executive compensation data (Section II on page 3). Sign certification below and return the form. You do not need to complete Sections II and III of the form.)*
  
3. Does the public have access to information on the compensation of the senior executives?  
 YES  NO *(If the answer is **No**, you are required to report the names and total compensation of the five highest compensated officers/executives in your organization for the previous fiscal year. Complete Section II – Executive Compensation Reporting on page 3, sign certification below and return the form. You do not need to complete Section III of the form.*  
  
*If the answer is **Yes**, sign certification below and return the form. You do not need to complete Sections II and III of the form.)*

Use the following to help determine if the public has access to the compensation of the senior executives.

- 1) Reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) OR Title 26 U.S. Chapter 21 Code § 6104 - Publicity Of Information Required From Certain Exempt Organizations And Certain Trusts; or
- 2) The company's annual proxy statement; or
- 3) The company's annual report on Form 10-K; or
- 4) Registration statements filed by the company to register securities for sale to the public.

See the U.S. Security and Exchange Commission’s Executive Compensation website at: <http://www.sec.gov/answers/execomp.htm> additional information.

**Certification**

I certify the facts stated herein are true and correct. I understand the information provided will be reported by the Department of Health and Senior Services to the FFATA Subaward Reporting System (FSRS) and that the information will be accessible to the public at USASpending.gov.

\_\_\_\_\_  
**Authorized Representative’s Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**



**Missouri Department of Health and Senior Services  
Federal Funding Accountability and Transparency Act (FFATA)**

**Contractor/Subawardee Data Form**

P.O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6024 FAX: 573-526-0430

**Executive Compensation Reporting**

**Definitions:**

1. **Executive:** means officers, managing partners, or any other employees in management positions.
2. **Total compensation:** means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - a. Salary and bonus.
  - b. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - c. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - d. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - e. Above-market earnings on deferred compensation which is not tax-qualified.
  - f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

**Names and Compensation of Highly Compensated Officials**

1

<b>Name</b>	<b>Amount</b>
-------------	---------------

2

<b>Name</b>	<b>Amount</b>
-------------	---------------

3

<b>Name</b>	<b>Amount</b>
-------------	---------------

4

<b>Name</b>	<b>Amount</b>
-------------	---------------

5

<b>Name</b>	<b>Amount</b>
-------------	---------------



**Missouri Department of Health and Senior Services  
 Federal Funding Accountability and Transparency Act (FFATA)  
 Contractor/Subawardee Data Form**

P.O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6024 FAX: 573-526-0430

**II. For Contractor/Subawardee attesting exemption**

I attest that I am not required to obtain a DUNS number because I am acting as a contractor/ subawardee in my individual capacity completely unrelated to any business or non-profit organization, including any that I own or operate in my name (2 CFR 25.110(b)).

\_\_\_\_\_  
**Authorized Representative's Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

**EXHIBIT 5**

**APPLICANT INFORMATION**

The Applicant should provide the following information about the Applicant's organization:

- a. Provide a brief company history, including the founding date and number of years in business as currently constituted.
  
- b. Describe the nature of the Applicant's business, type of services performed, etc. Identify the Applicant's website address, if any.
  
- c. Provide a list of and a short summary of information regarding the Applicant's current contracts/clients.
  
- d. List, identify, and provide reasons for each contract/client gained and lost in the past 2 years.
  
- e. Describe the structure of the organization including any board of directors, partners, top departmental management, corporate organization, corporate trade affiliations, any parent/subsidiary affiliations with other firms, etc.

**EXHIBIT 6**

**CURRENT/PRIOR EXPERIENCE**

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

<b>Applicant Name or Subcontractor Name:</b> _____	
<b>Reference Information (Current/Prior Services Performed For:)</b>	
Name of Reference Company:	
Address of Reference Company ✓ Street Address ✓ City, State, Zip	
Reference Contact Person Information: ✓ Name ✓ Phone # ✓ E-mail Address	
Dates of Services:	
If service/contract has terminated, specify reason:	
Dollar Value of Services	
Description of Services Performed	



**EXHIBIT 7**

**EXPERTISE OF KEY PERSONNEL**

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

<b>Title of Position:</b> _____	
<b>Name of Person:</b>	
Educational Degree (s): include college or university, major, and dates	
License(s)/Certification(s), #(s), expiration date(s), if applicable:	
Specialized Training Completed. Include dates and documentation of completion:	
# of years experience in area of service proposed to provide:	
Describe person’s relationship to Applicant. If employee, # of years. If subcontractor, describe other/past working relationships	
Describe this person’s responsibilities over the past 12 months.	
Previous employer(s), positions, and dates	
Identify specific information about experience in:	Clearly identify the experience, provide dates, describe the person’s role and extent of involvement in the experience
✓ Implementation of similar work with regional communities	
✓ Any coalition building / partnership of similar work	

**Staffing Methodology**

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

**EXHIBIT 8**

**EXPERTISE OF PERSONNEL**

<b>Personnel</b>	<b>Background and Expertise of Personnel and Planned Duties</b>
1. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
2. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
3. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
4. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
5. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
6. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	

**EXHIBIT 9**

**MISCELLANEOUS INFORMATION**

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

Are any of the Applicant’s proposed products and/or services being manufactured or performed at sites outside the United States?	Yes _____	No _____
If YES, do the proposed products/services satisfy the conditions described in section 4 1., 2., 3., or 4. of Executive Order 04-09? (see the following web link: <a href="http://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp">http://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp</a> )	Yes _____	No _____
<p>If YES, mark the appropriate exemption below, and provide the requested details:</p> <p>____ 1. Unique good or service.</p> <ul style="list-style-type: none"> <li>• EXPLAIN: _____</li> </ul> <p>____ 2. Foreign firm hired to market Missouri services/products to a foreign country.</p> <ul style="list-style-type: none"> <li>• Identify foreign country: _____</li> </ul> <p>____ 3. Economic cost factor exists</p> <ul style="list-style-type: none"> <li>• EXPLAIN: _____</li> </ul> <p>____ 4. Applicant/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US.</p> <ul style="list-style-type: none"> <li>• Identify maximum percentage of the overall value of the contract, for any contract period, attributed to the value of the products and/or services being manufactured or performed at sites outside the United States: ____%</li> <li>• Specify what contract work would be performed outside the United States: _____</li> </ul>		

Employee Application/Conflict of Interest:

Applicants 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 Applicant or any owner of the Applicant’s organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information:	
Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	
If employee of the State of Missouri or political subdivision thereof, provide name of Department or political subdivision where employed:	
Percentage of ownership interest in Applicant’s organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	_____ %

**EXHIBIT 9, continued**

**MISCELLANEOUS INFORMATION**

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

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

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

**EXHIBIT 10**

**METHOD OF PERFORMANCE**

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

1. In presenting the method of performance, the Applicant should submit or describe the following:
  - a. Describe any previous regional partnership that the applicant was involved in.
  - b. Describe any previous offsite clinics that the applicant has set up or organized.
  - c. Describe how the applicant evaluated the success of any regional partnership and offsite clinics.
  
2. Organizational Chart - The Applicant should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The organizational chart should include (1) The relationship of service personnel to management and support personnel, (2) The names of the personnel and the working titles of each, and (3) Any proposed subcontractors including management, supervisory, and other key personnel.
  - a. The organizational chart should outline the team proposed for this project and the relationship of those team members to each other and to the management structure of the Applicant's organization.
  
3. Along with a detailed organizational chart, the Applicant should describe the following:
  - a. How services of the contract will be managed, controlled, and supervised in order to ensure satisfactory contract performance.
  - b. Total Personnel Resources - The Applicant should provide information that documents the depth of resources to ensure completion of all requirements on time and on target. If the Applicant has other ongoing contracts that also require personnel resources, the Applicant should document how sufficient resources will be provided to the Department.
  
4. Economic Impact to Missouri - the Applicant should describe the economic advantages that will be realized as a result of the Applicant performing the required services. The Applicant should respond to the following:
  - a. 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.
  - b. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
  - c. 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 11**  
**PARTICIPATION COMMITMENT**

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

<b>Organization for the Blind/Sheltered Workshop Commitment Table</b>		
<ul style="list-style-type: none"> <li>• The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.</li> <li>• The Applicant 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.</li> <li>• The Applicant may propose more than one organization for the blind/sheltered workshop as part of the Applicant’s total committed participation. However, the services performed or products provided must still meet the requirements noted herein.</li> </ul>		
<b>Name of Organization for the Blind or Sheltered Workshop Proposed</b>	<b>Committed Participation</b> (\$ amount or % of total value of contract)	<b>Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop</b> <i>The Applicant should also include the paragraph number(s) from the RFA which requires the product/service the organization for the blind/sheltered workshop is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	%	Product/Service(s) proposed:  RFA Paragraph References:
2.	%	Product/Service(s) proposed:  RFA Paragraph References:
<b>Total Blind/Sheltered Workshop Percentage:</b>	%	

**EXHIBIT 11, (continued)**  
**PARTICIPATION COMMITMENT**

<b>SDVE Participation Commitment Table</b>		
(The services performed or the products provided by the listed SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
<b>Name of Each Qualified Service-Disabled Veteran Business Enterprise (SDVE) Proposed</b>	<b>Committed Percentage of Participation for Each SDVE</b> (% of the Actual Total Contract Value)	<b>Description of Products/Services to be Provided by Listed SDVE</b> <i>The Applicant should also include the paragraph number(s) from the RFA which requires the product/service the SDVE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	%	Product/Service(s) proposed: ----- RFA Paragraph References:
2.	%	Product/Service(s) proposed: ----- RFA Paragraph References:
<b>Total SDVE Percentage:</b>	<b>%</b>	

**EXHIBIT 12**

**DOCUMENTATION OF INTENT TO PARTICIPATE**

If the Applicant 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 RFA, the Applicant must either provide this Exhibit or letter of intent, recently signed by each organization documenting the following information with the Applicant's bid.

*~ Copy This Form For Each Organization Proposed ~*

Applicant 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 Applicant identified above.*

Indicate appropriate business classification(s):

Organization for the Blind	Sheltered Workshop	SDVE
_____	_____	_____

Name of Organization: \_\_\_\_\_

(Name of Organization for the Blind or Sheltered Workshop or SDVE)

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address (If SDVE, provide MO Address): \_\_\_\_\_ Phone #: \_\_\_\_\_

City: \_\_\_\_\_ Fax #: \_\_\_\_\_

State/Zip: \_\_\_\_\_ Certification # \_\_\_\_\_

SDVE's Website Address: \_\_\_\_\_ Certification Expiration Date: \_\_\_\_\_ (or attach copy of certification)

Service-Disabled Veteran's (SDV) Name: \_\_\_\_\_ SDV's Signature: \_\_\_\_\_  
(Please Print)

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

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

\_\_\_\_\_

\_\_\_\_\_

**Authorized Signature:**

\_\_\_\_\_  
*Authorized Signature of Participating Organization  
(Organization for the Blind Sheltered Workshop or SDVE)*

\_\_\_\_\_  
*Date*



**EXHIBIT 12 (continued)**

**DOCUMENTATION OF INTENT TO PARTICIPATE**

**SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)**

If a participating organization is an SDVE, unless the Service-Disabled Veteran’s (SDV) documents were previously submitted within the past three (3) years to the state agency or to the Office of Administration, Division of Purchasing, the Applicant **must** provide the following SDV documents:

- a copy of the SDV’s Certificate of Release or Discharge from Active Duty (DD Form 214), and a copy of the SDV’s disability rating letter issued by the Department of Veterans Affairs establishing a service connected disability rating, or a Department of Defense determination of service connected disability.

(NOTE: The SDV’s Certificate of Release or Discharge from Active Duty (DD Form 214), and the SDV’s disability rating letter issued by the Department of Veterans Affairs establishing a service connected disability rating, or Department of Defense determination of service connected disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

The Applicant should check the appropriate statement below and, if applicable, provide the requested information.

- No, I have not previously submitted the SDV documents specified above to the state agency or to the Office of Administration, Division of Purchasing and therefore have enclosed the SDV documents.
- Yes, I previously submitted the SDV documents specified above within the past three (3) years to the state agency.
- Yes, I previously submitted the SDV documents specified above within the past three (3) years to the Office of Administration, Division of Purchasing.

**Date** SDV Documents were Submitted: \_\_\_\_\_

Previous **Application/Contract Number** for Which the SDV Documents were Submitted: \_\_\_\_\_  
(if known)

(NOTE: If the SDVE and SDV are listed on the Division of Purchasing’s SDVE database located at <http://oa.mo.gov/sites/default/files/sdvelisting.pdf> , then the SDV documents have been submitted to the Division of Purchasing within the past three [3] years. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, the Division of Purchasing will remove the SDVE and associated SDV from the database.)

<b>FOR STATE USE ONLY</b>	
SDV Documents - Verification Completed By:	
_____ Procurement Officer	_____ Date

**STATE OF MISSOURI  
DEPARTMENT OF HEALTH AND SENIOR SERVICES**

**TERMS AND CONDITIONS**

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

**1. APPLICABLE LAWS AND REGULATIONS**

- a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

**2. INVOICING AND PAYMENT**

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

**3. DELIVERY**

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

**4. INSPECTION AND ACCEPTANCE**

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

**5. CONFLICT OF INTEREST**

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

**6. WARRANTY**

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

## **7. REMEDIES AND RIGHTS**

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

## **8. CANCELLATION OF CONTRACT**

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

## **9. BANKRUPTCY OR INSOLVENCY**

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

## **10. INVENTIONS, PATENTS AND COPYRIGHTS**

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

## **11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or 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, they shall have and maintain an affirmative action program which shall include:

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

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

## **12. AMERICANS WITH DISABILITIES ACT**

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

## **13. FILING AND PAYMENT OF TAXES**

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

## **14. 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.