

# Contract For Services



Missouri Department of Social Services  
Division of Finance & Administrative Services  
Purchasing Unit  
P.O. Box 1643  
Jefferson City, MO 65102

## Contract #:

*Title:* Missouri Breakfast Challenge

## Contract Period:

Date of Award through May 31, 2017

*The Department of Social Services desires to contract for the services described herein. All terms, conditions, and prices contained herein shall govern the performance of this contract.*

### Contractor Information:

Contractor Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Contact Person Name and Title: \_\_\_\_\_

Contact Person E-Mail Address: \_\_\_\_\_



*The undersigned hereby agrees to provide the services and/or items, at the prices stated, pursuant to the requirements of this document and further agrees that when this document is countersigned by an authorized official of the Missouri Department of Social Services, a binding contract shall exist between the contractor and the Department of Social Services.*

*The authorized signer of this document certifies that the contractor (named below) and each of its principals (as defined by 45 CFR 76) are not suspended or debarred by the federal government.*

***In witness thereof, the parties below hereby execute this agreement.***

\_\_\_\_\_  
Authorized Signature for the Contractor:

\_\_\_\_\_  
Name and Title:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature for the  
Department of Social Services

\_\_\_\_\_  
Date

## **1 Introduction and Background Information**

- 1.1 The Missouri Department of Social Services (Department) hereby enters into this contract with the School (contractor) for the participation in the Missouri Breakfast Challenge pilot program.
- 1.2 The purpose of this contract is to assist School Nutrition Directors in the purchase of equipment that will enhance the long-term implementation of their alternative school breakfast programs. The programs may include but are not limited to, Breakfast in the Classroom, Grab and Go, and second-chance breakfast.
- 1.3 No Kid Hungry Missouri is a cooperative effort between the State of Missouri and the Share Our Strength organization. No Kid Hungry Missouri is focused on eliminating childhood hunger across the state by working with state agencies, schools, private organizations, businesses, and individuals to implement common sense solutions to ensure kids have access to nutritious meals. Learn more about the national No Kid Hungry campaign at [www.nokidhungry.org](http://www.nokidhungry.org), No Kid Hungry Missouri at [www.dss.mo.gov/NoKidHungryMO](http://www.dss.mo.gov/NoKidHungryMO). For more information you may email [NoKidHungryMO@dss.mo.gov](mailto:NoKidHungryMO@dss.mo.gov).
- 1.4 Funding, up to \$3,000, will be awarded to individual schools for the purchase of equipment needed to implement their alternative breakfast programs or enhance the school's existing breakfast program.
- 1.5 The mission of the Missouri Department of Social Services is to "maintain or improve the quality of life for Missouri citizens". The mission of the Family Support Division (FSD) is to maintain and strengthen Missouri families, helping people achieve an appropriate level of self-support and self-care through needs based services.

## **2 General Performance Requirements**

- 2.1 The contractor shall provide services to the Department, in accordance with the provisions and requirements stated herein. Services purchased by the Department shall consist only of those services described herein.
- 2.2 The contractor shall coordinate all contract activities with designated representatives of the Department.
- 2.3 Within five (5) days of contract award, the contractor shall provide the Department with the name, address, electronic mail (e-mail) address, and telephone number of the contractor's representative servicing the contract.
  - a. E-mail will be used to transmit contract documents and other correspondence from the Department to the contractor and any correspondence containing information confidential by law shall be encrypted. The contractor shall ensure the timely review and response to e-mailed documents.
- 2.4 **Debarment Certification:**
  - 2.4.1 The contractor certifies by signing the signature page of this original document and any amendment signature page(s) that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs.
  - 2.4.2 The contractor must complete and submit Exhibit #1, Certification Regarding Debarment, prior to award of contract.
- 2.5 **Subrecipient of Federal Funds:**
  - 2.5.1 For the purposes of this contract, the contractor has been determined to be a subrecipient of federal funds.
  - 2.5.2 The contractor shall comply with the Federal Funds Subrecipient Requirements, attached hereto as Attachment A.
  - 2.5.3 As used in Attachment A, the term "subrecipient" shall refer to the contractor and the term "state agency" shall refer to the Department.

### **3 Specific Performance Requirements**

#### **3.1 Program Objective:**

- 3.1.1 The purpose of this contract is to assist in the purchase of equipment to implement an alternative breakfast program within a school environment.
- 3.1.2 Increase the student participation in the contractor's school breakfast program.

#### **3.2 Eligibility Requirements:**

- 3.2.1 The contractor shall be located within the state of Missouri boundaries.
- 3.2.2 The contractor shall be a school participating in the National School Lunch Program.
- 3.2.3 The contractor shall be in good standing with the Missouri Department of Elementary and Secondary Education (DESE).
- 3.2.4 The contractor must have sixty percent (60%) or more of the students eligible for a free or reduced price meal.

#### **3.3 Participation Requirements:**

- 3.3.1 The contractor must submit a completed No Kid Hungry Missouri Breakfast Challenge Alternative Breakfast Equipment Funding Application (Application) (Exhibit #2) before being considered for funding approval to purchase approved school nutrition equipment.
- 3.3.2 The contractor shall move forward with their alternative breakfast program as outlined in the contractor's approved Application (Exhibit #2).
- 3.3.3 The contractor must not use this funding to replace existing equipment.
- 3.3.4 The contractor shall not claim other federal funds in the purchase of the equipment, or to supplant any other federally reimbursed programs.
- 3.3.5 Funds received by the contractor shall only be used by the participating contractor that submitted the Application (Exhibit #2). Funds must not be transferred to another school, institution, or individual within a school district.

#### **3.4 Reporting Requirements:**

- 3.4.1 The contractor shall submit reports using the format in Attachment B (No Kid Hungry Missouri Breakfast Challenge Quarterly Reporting Format) on a quarterly (October 15, January 15, April 15 and last month of school year) basis indicating the following:
  - a. Population of school
  - b. Number of students participating in free and reduced breakfast (Total & Average per day)
  - c. Number of students participating in breakfast
  - d. Number of students participating in reduced and free lunches (Total & Average per day)
  - e. Number of students participating in lunch overall (Total & Average per day)
  - f. Attendance: Daily average

### **4 General Contractual Requirements**

#### **4.1 General:**

- a. The contract shall consist of any and all of the following documents, as applicable:
  - 1) an original contract document; and
  - 2) any subsequent amendments to the contract.
- b. This contract shall be construed according to the laws of the State of Missouri and shall govern the terms and conditions of the contracted services provided by the contractor. 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 exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- d. The contractor shall comply with all local, state and federal laws and regulations related to the performance of the contract.
- e. This 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 supplies and/or services purchased or procured by the contractor in the fulfillment of the contract.
- f. The contractor certifies that the contractor and each of its principals (owners, director and others as defined by 45 CFR Part 76) are not suspended or debarred from contracting with the federal government. In the event the contractor or any of its principals become suspended or debarred during the contract period, the contractor shall immediately send written notification to the Department.
  - 1) Suspension or debarment of the contractor, or failure by the contractor to provide written notification of suspension or debarment to the Department, may result in immediate termination of the contract. The Department shall not be required to pay for services rendered or goods provided after the effective date of the termination of the contract.
- g. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Department.

#### 4.2 **Amendment and Termination:**

- a. The contract shall not bind, nor purport to bind, the Department for any commitment in excess of the original contract period.
- b. Funding for the contract must be appropriated by the Missouri General Assembly for each fiscal year included within the contract period. Therefore, the contract shall not be binding upon the Department for any period in which funds have not been appropriated, and the Department shall not be liable for any damages or costs, including attorney's fees, associated with termination caused by lack of appropriations.
  - 1) The Department reserves the right to terminate the contract, without penalty or termination costs, if such funds are not appropriated or available.
  - 2) In the event funds are not appropriated or available for the contract, the contractor shall not prohibit or limit the Department's right to pursue alternate contracts, as necessary, to conduct state governmental affairs.
  - 3) The provisions of the above paragraphs shall apply to any amendment or the execution of any option to extend the contract.
- c. Any change, whether by modification and/or supplementation, shall be accomplished by a formal, written contract amendment. Oral agreements or agreements confirmed by e-mail or otherwise to modify the contract shall not be enforceable.
- d. The contract may be terminated by either party, with or without cause, by giving sixty (60) days advance written notice to the other party. The termination shall be effective sixty (60) days from the date of notice or the date specified in the notice. The Department reserves the right to withdraw any or all of its clients before the end of the sixty (60) day period, if applicable.
- e. **Breach:** The Department may terminate the contract for breach of contract by providing the contractor with written notice of termination.
  - 1) The termination shall become effective on the date specified in the notice.
  - 2) At its sole discretion, the Department may give the contractor an opportunity to cure the breach.
  - 3) The Department shall not be required to pay for services rendered or goods provided after the effective date of the termination of the contract.

- f. Any written notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, electronic mail, or otherwise delivered to an authorized employee of the contractor or the contractor's address of record.
- 1) The contractor shall notify the Department within ten (10) business days of any change to the contractor's address of records and/or mailing address.

#### 4.3 **Conflict of Interest:**

- a. The contractor certifies that the contractor has no other contractual or other relationships which create any actual or appearance of conflict of interest. During the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which would create such a conflict.
- 1) In the event the contractor becomes aware of any circumstances that may create a conflict of interest the contractor shall immediately take such actions to mitigate or eliminate the risk of harm caused by the conflict or appearance of conflict.
- 2) The contractor shall promptly, fully disclose and notify the Department of any circumstances that may arise that may create a conflict of interest or an appearance of conflict of interest. Such notification shall be submitted to the Department in writing within seven (7) business days after the conflict or appearance of a conflict is discovered.
- 3) In the event that the Department determines that a conflict or an appearance of a conflict exists, the Department may take any action that the Department determines is necessary to mitigate or eliminate the conflict or appearance of a conflict. Such actions may include, but are not limited to:
- exercising any or all of the Department's rights and remedies under the contract, up to and including terminating the contract with or without cause; or
  - directing the contractor to implement a corrective action plan within a specified time frame to mitigate, remedy and/or eliminate the circumstances which constitute the conflict of interest or appearance of conflict of interest; or
  - taking any other action that the Department determines is necessary and appropriate to ensure the integrity of the contractual relationship and the public interest.
- b. In accordance with state and federal laws and regulations, state executive order or regulations, the contractor certifies that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with their performance of the contracted services. No person having such interest shall be employed or conveyed an interest, directly or indirectly, in the contract.
- c. The contractor certifies that:
- 1) no State of Missouri employee assisted the contractor in obtaining this contract or will participate in the performance of this contract if such involvement constitutes a conflict of interest;
- 2) no State of Missouri employee shall be compensated under this contract for duties performed in the course of his/her state employment; and
- 3) before any State of Missouri employee may be involved in the performance of this contract written approval shall be obtained from the Director of the Department.
- d. No monies provided by the Department under this contract shall be used to promote or further nepotism.
- e. The contractor shall represents itself as an independent contractor offering such services to the general public and shall not represent itself, its employees, or its subcontractor's, as employees of the Department or the State of Missouri.

#### 4.4 **Business Compliance:**

- a. The contractor must be in compliance with applicable laws regarding conducting business in the State of Missouri and certifies by signing this contract that it and any subcontractors are presently, and will remain, in compliance with such laws.

- b. The contractor shall have and maintain current and in good standing, any and all licenses and/or certifications which are required by law, rule or regulation for the duration of the contract.
  - 1) The contractor shall notify the Department if the contractor's license(s) and/or certification(s) have or may be terminated, revoked, modified or qualified within seven (7) business days.
  - 2) The contractor shall notify the Department within seven (7) business days if the contractor becomes aware that the contractor or its agents, officers or employees are under any investigation by law enforcement governmental agency or other entity with authority to investigate, revoke, suspend or take action against any license or certification that the contractor, its agents employees or officers, may have to conduct business.
- c. If required by state law, the contractor shall be registered and in good standing with the State's Secretary of State and shall submit their State Certificate of Good Standing to the Department upon request.
- 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.

#### 4.5 **Federal Funds Requirements:**

- a. The contract may involve the expenditure of federal funds. Therefore, for any federal funds used, the contractor shall comply with the requirements listed in the following subparagraphs.
- b. In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money without the prior approval of the Department. Any statements, press releases, and other documents issued with Department approval must clearly state the following, as provided by the Department:
  - 1) the percentage of the total costs of the program or project which will be financed with Federal money;
  - 2) the dollar amount of Federal funds for the project or program; and
  - 3) the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- c. The contractor shall comply with all requirements of 31 U.S.C. § 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under the contract shall be used to pay the salary or expenses of the contractor, or agent acting for the contractor, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The contractor shall submit to the Department, when applicable, Disclosure of Lobbying Activities reporting forms.
- d. In the event Federal funding for the contract becomes unavailable or interrupted, the contractor shall, upon written notification from the Department, suspend work activities and incur no further costs under the contract, until such time as the Department notifies the contractor, in writing, that funding has been restored and work activities may resume. The Department is not liable for costs incurred by the contractor after it notifies the contractor of the unavailability or interruption of Federal funding.

#### 4.6 **Financial Requirements:**

- a. The availability of funding for this contract shall be determined solely by the Department and such determination shall be final and without recourse by the contractor.
- b. Payments due under the terms of the contract shall be made by the Department upon receipt of a properly itemized invoice, as set forth herein.
  - 1) The contractor shall submit their invoices in a timely fashion and no later than the time period specified in § 33.120 RSMo, unless more restrictive requirements are established by state or federal law or regulation.
  - 2) The contractor shall not invoice federal or state tax.

4.7 **Contractor Liability:**

- a. The contractor shall pay, indemnify and be responsible for any and all personal injury, including death, or property damage as a result of the contractor's actions, or inactions, including but not limited to, misconduct, negligence, professional malpractice or any future negligent act, involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract.
  - 1) In addition to the liability imposed upon the contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the contractor's negligence, the contractor shall pay, indemnify, save and hold harmless the State of Missouri, including its Departments, Divisions, agencies, employees, and assigns, from every expense, liability, or payment arising out of such misconduct or negligent act.
    - This obligation includes, but is not limited to, the obligation to pay any and all attorney fees, court costs and litigation expenses that the State of Missouri, including its Departments, Divisions, agencies, employees, and assigns may incur in defense of such action.
- b. The contractor shall pay, indemnify, be responsible for and hold harmless the State of Missouri, including its Departments, Divisions, agencies, employees, and assigns for any negligent or intentional act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

4.8 **Insurance:**

- a. The Department and the State of Missouri is and shall not be required to save and hold harmless and/or indemnify the contractor, its employees, agents or subcontractors against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor shall acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its clients, its employees and the general public against any loss, damage and/or expense related to the contractor's performance under the contract.
- b. Proof of insurance coverage shall be submitted to the Department as requested. Proof of the insurance coverage shall include, but not be limited to, effective dates of coverage, limits of liability, insurers' names, policy numbers, company, etc. Proof of self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable.

4.9 **Human Rights:**

- a. 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, including, but not limited to:
  - 1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000e) 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;
  - 2) Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));
  - 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;
  - 4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) which prohibit discrimination on the basis of disabilities;
  - 5) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101-6107) which prohibits discrimination on the basis of age;
  - 6) Equal Employment Opportunity - E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity";
  - 7) The Pro-Children Act of 1994 (PL 103-227) regarding environmental tobacco smoke;

- 8) Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
  - 9) Missouri Governor's E.O. #94-03 (excluding article II due to its repeal);
  - 10) Missouri Governor's E.O. #05-30;
  - 11) Missouri Governor's E.O. #10-24; and
  - 12) The requirements of any other federal and state nondiscrimination statutes, regulations and executive orders that may apply to the services provided under the contract.
- b. If the contractor uses any funds of this contract in a subcontract, then the contractor shall require such a subcontractor to comply with the applicable human rights clauses above.
  - c. Disclosure of information, by either party to the contract, concerning a student for any purpose not directly related to the performance of this contract is prohibited except as specified by applicable state and federal laws and regulations.
  - d. The Department shall have the right to enforce all applicable clauses by appropriate procedures, including but not limited to, requests, reports, site visits and inspection of relevant documentation of the contractor.

#### 4.10 **Recordkeeping and Reporting Requirements:**

- a. The contractor shall maintain auditable records for all activities performed under this contract. Financial records shall conform to Generally Accepted Accounting Principles (GAAP). Such records shall reflect, at a minimum:
  - 1) the specific number and type of service units provided;
  - 2) itemized revenues and expenditures related to the performance of the contract;
  - 3) any and all records necessary for performing a full audit of the contractor's performance under the contract; and
  - 4) other relevant records.
- b. The contractor shall allow the Department or its authorized representative to inspect and examine the contractor's premises and/or records which relate to the performance of the contract at any time during the period of the contract and thereafter within the period specified herein for the contractor's retention of records.
- c. The contractor shall retain all records pertaining to the contract for five (5) years after the close of the contract year unless audit questions have arisen or any legal action is contemplated or filed within the five year (5) limitation and have not been resolved. All records shall be retained until all audit questions and/or legal actions have been resolved. The contractor shall safeguard and keep such records for such additional time as directed by the Department. The obligation of the contractor to retain and produce records shall continue even after the contract expires or is otherwise terminated by either party.
- d. The contractor shall provide written notification to the Department when there is any change in the contractor's licensure or certification/accreditation status, official name, address of record, Executive Director, or change in ownership and/or control of the contractor's organization.
- e. 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 shall notify the Department immediately. Upon learning of any such actions the Department reserves the right, at its sole discretion, to either cancel or affirm the contract and hold the contractor responsible for damages, to the extent authorized by law.

#### 4.11 **Notification Requirements:**

- a. The contractor shall immediately notify the Department, in writing, if the contractor becomes aware of any circumstances which may render the contractor unable to perform any of its obligations under the contract.

- 1) The Department shall have the right, at any time, to require the contractor to provide written assurances that it can meet its obligations under the contract and to provide satisfactory documentation to support its assurances. If the contractor is unable to provide adequate assurances that it will be able to perform its obligations under this contract, the Department shall have the right to exercise any of its remedies under this contract or under law.

#### 4.12 **Miscellaneous:**

- a. Unless otherwise specified, the contractor shall be responsible for furnishing all material, labor, facilities, equipment and supplies necessary to perform the services required.
- b. The contractor shall not utilize any data, information or conclusions obtained directly or indirectly from work performed under the contract for any other purpose, including, but not limited to research, marketing or commercial purposes without the prior, written consent of the Department.
- c. The Department may require the attendance of the contractor's personnel at training activities and may require the cooperation of the contractor's personnel where the Department provides technical assistance.
- d. The contractor shall fully cooperate with all investigations conducted by the Department, or its agents, which relate, directly or indirectly, with the performance of this contract. The Contractor shall give the Department full access to all files, documents, and personnel who may be involved with the performance of this Contract. Personnel will be expected to answer all questions or requests truthfully or be held in contempt of local, State, or Federal laws.

#### 4.13 **Contract Monitoring/Compliance**

- a. The Department has the right to monitor the contract throughout the effective period of the contract to ensure compliance with contractual requirements. Additionally, the Department reserves the right to audit all records related to the contractor's performance under the contract for a period of five (5) years from the expiration date of the contract.
  - 1) The contractor shall cooperate with any Department review of records and other documentation related to the contractor's performance under the contract.
- b. In the event the Department determines the contractor to be non-compliant, or at risk for non-compliance with contractual requirements, the Department shall have the right to impose special conditions or restrictions on the contractor to bring the contractor into compliance or to mitigate the risk of non-compliance.
  - 1) The Department shall provide written notification to the contractor of the determination of non-compliance or the risk of non-compliance, identifying any special conditions or restrictions to be imposed by the Department.
  - 2) Special conditions or restrictions may include, but are not limited to:
    - requiring the contractor to obtain additional technical assistance;
    - requiring additional levels of prior approval from the Department for contract activities;
    - requiring additional or more detailed financial reports and/or other documentation;
    - additional, ongoing contract monitoring/oversight by the Department; and/or
    - requiring the submission and implementation of a corrective action plan.
- c. In the event the Department requires the contractor to submit and implement a corrective action plan, the Department shall provide written notification to the contractor, identifying the specific performance or other contractual requirements that are not being met and the expected corrective resolution.
  - 1) The contractor shall submit a written corrective action plan to the Department within the timeframes specified in the Department notification.
  - 2) The corrective action plan must include the actions the contractor proposes to take to remedy concerns, timeframes for achieving such, the person(s) responsible for the necessary action, the

improvement that is expected, a description of how progress will be measured and a description of the actions to be taken to prevent the situation from recurring.

- 3) The Department will notify the contractor in writing if the corrective action plan is approved or if modifications are required.
  - In the event the Department requires changes to the corrective action plan, the contractor shall submit a revised corrective action plan within five (5) working days of receipt of the Department's notification that changes are required.
- 4) Failure of the contractor to improve performance within the timeframes required in the approved corrective action plan may result in termination of the contract and/or other remedies available to the Department.

## **5 Payments to the contractor**

- 5.1 No other payments or reimbursements shall be made to the contractor other than those specified herein.
- 5.2 The contractor shall submit a detail invoice to the following email address:

[NoKidHungryMO@dss.mo.gov](mailto:NoKidHungryMO@dss.mo.gov)
- 5.3 Each invoice shall have a unique identifier as an invoice number. Invoice numbers must not be duplicated in the same fiscal year.
- 5.4 The invoice shall be submitted for reimbursement for actual expenditures. Invoices shall be submitted no later than May 31, 2017.
- 5.5 Along with the invoice, the contractor must submit legible copies of the receipts of the equipment purchased.
- 5.6 Failure of the contractor to submit required reports when due, may result in withholding or rejection of payment under the contract. The Department shall reject payment due to the contractor's failure to perform or deliver the required work or services.
- 5.7 The Department, at its sole discretion, may:
  - a. audit all invoices, in a manner determined by the Department;
  - b. reject any invoice for good cause;
  - c. make invoice corrections and/or changes with appropriate notification to the contractor;
  - d. deduct from an invoice any overpayment made by the Department; and
  - e. recover from the contractor any funds for which adequate verification and documentation of expenditures, if required, is not maintained.
- 5.8 The contractor must register in the State's MissouriBUYS Statewide e-Procurement System website portal at <https://missouribuys.mo.gov>. The contractor should follow the instructions on the new MissouriBUYS portal for any questions or technical assistance needed.

# Exhibit # 1 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

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

## ***(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)***

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

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Company Name

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DUNS #

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Authorized Representative's Printed Name

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Authorized Representative's Title

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Authorized Representative's Signature

---

Date

## **Instructions for Certification**

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

# Exhibit #3: Federal Funding Accountability and Transparency Act (FFATA) Data Form

*\*See instructions for additional information*

Legal Business Name of Entity					
Doing Business As (if different)					
Street Address					
City		State		Zip Code + 4*	
DUNS Number*					
Parent Organization's DUNS Number*					
Principal Place of Performance*					
Contact Person's Name / Title					
Contact Person Phone Number					
Contact Person E-Mail					

**Executive Compensation Information\***

*\*Complete this section if required. See instructions for additional information before completing.*

List the organization's top five most highly compensated executives for the preceding contractor fiscal year.

Name	Amount
1.	
2.	
3.	
4.	
5.	

**Certification:**

I attest the facts stated above are true and correct.

I understand the information provided will be reported by the Department of Social Services to the FFATA Subaward Reporting System (FSRS) and the information will be accessible to the public.

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **Instructions for Completing the FFATA Data Form**

### **Zip Code + 4**

This is the four digit zip code extension available at <http://zip4.usps.com/zip4/welcome.jsp>

### **DUNS Number**

Dun & Bradstreet (D&B) provides a D-U-N-S Number, a unique nine digit identification number, for each physical location of your business.

DUNS Number assignment is FREE for all businesses required to register with the US Federal government for contracts or grants. See <http://fedgov.dnb.com/webform>

### **Parent Organization's DUNS Number**

Complete if applicable. This is typically used by large organizations with multiple facilities in several locations. The parent organization's number is number assigned to the headquarters for the operation.

### **Principal Place of Performance**

Complete if the primary place of performance is different than the address listed above.

### **Executive Compensation Information**

*Review the following questions to determine whether you are required to report executive compensation information.*

1. In your preceding completed fiscal year, did your business or organization receive:
  - a. 80 percent or more of its annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320; and
  - b. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act?

Yes       No

*Note: If the answer to either Question 1a or 1b is "No", your organization's compensation information is not required. Do not complete the Executive Compensation Information section of the FFATA Data Form.*

**Note: If the answer to both 1a and 1b is "Yes", proceed to Question 2.**

2. Does the public have access to the information about the compensation of the executives through periodic 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 section 6104 of the Internal Revenue Code of 1986? *(To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission's total compensation filings at <http://www.sec.gov/answers/excomp.htm>*

Yes       No

*Note: If the answer to Question # 2 is "Yes", your organization's executive compensation information is not required.*

**Note: If the answer to Question #2 is "No", you are required to complete the Executive Compensation Information section of the FFATA Data Form.**

### **Definitions**

"Executive" means officers, managing partners, or any other employees in management positions.

"Total compensation" means the cash and non-cash dollar value earned by the executives during the preceding fiscal year and includes items such as salary, bonuses, stock awards, incentive plans, pension plans, deferred compensation, etc.

Additional information about reporting compensation is available at:

[https://www.frs.gov/documents/OMB\\_Guidance\\_on\\_FFATA\\_Subaward\\_and\\_Executive\\_Compensation\\_Reporting\\_08272010.pdf](https://www.frs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf)

## Attachment A: Federal Funds Subrecipient Requirements

1. In performing its responsibilities under the contract, the subrecipient shall fully comply with:
  - a. 2 CFR Chapter 1, Chapter II, Part 200, et al., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
  - b. All applicable terms and conditions of the award.
  - c. All other applicable laws, regulations and policies authorizing or governing the use of any federal funds paid to the subrecipient under the contract.
2. The subrecipient shall not utilize federal funds, or any required matching funds, provided under the contract as matching funds for any other federal award, unless specifically allowed under that award.
3. Allowable Costs: Unless otherwise stated in this RFP, the subrecipient shall invoice the state agency based on actual, allowable costs incurred.
  - a. The subrecipient shall ensure all expenditures invoiced, claimed and/or reported satisfy the General provisions for allowable costs, as defined in the 2 CFR Chapter 1, Chapter II, Part 200, Subpart E- Cost Principles; and Specific provisions for allowable costs, as defined in applicable Federal program rules.
4. Indirect Cost Rates and Administrative Rates: In the event indirect costs and/or administrative rates are included as part of the cost reimbursement under the contract, the following will apply:
  - a. If a subrecipient has an approved federally negotiated indirect cost rate, the state agency will accept the approved indirect cost rate, unless doing so would conflict with federal statutes or an exception has been approved by the federal agency, based on documented justification. (2 CFR § 200.414) If a federal agency has approved a new or different rate subsequent to the beginning of a contract period and the effective date is retroactive, the change (increase or decrease) will not be recognized and accepted until the following contract period.
  - b. A rate of 10% of Modified Total Direct Costs (MTDC) will be used for those subrecipients that do not have a federally negotiated indirect rate (2 CFR § 200.414).
  - c. **Administrative costs** are defined as general administration and general expenses such as the director's office, accounting, personnel, library expenses and all other types of expenditures not listed specifically under one of the subcategories of "Facilities", (including cross allocations from other pools, where applicable). (US Dept. of Labor – Guide for Indirect Cost Rate Determination). Administrative costs can be categorized as both direct and indirect costs.

Administrative rates will vary by award, will be determined by the state agency, and will not exceed limits set forth by statute or regulations pertaining to each award. For example, some federal programs have statutory limitations on the % of dollars which may be expended for administrative costs. The state agency must abide by those statutory limits. Consequently, in contracts which include federal dollars with statutory limitations on administrative costs, the state agency will limit the use of award funds for administrative costs in accordance with the statutory requirements. In such instances, the state agency award will deem administrative costs (including administrative costs included in the indirect rate) unallowable to the extent that the costs exceed the statutory limits.
  - d. With regard to indirect cost rates and administrative rates, guidance and requirements noted in Part 2 CFR § 200, "does not change or modify any existing statute or guidance otherwise based on any existing statute...and does not supersede any existing or future authority under law or by executive order of the Federal Acquisition Regulation." Thus, for state agency programs where the specific federal award requirements define Administrative costs in such a manner that all Indirect costs are Administrative costs, the state agency cannot accept an indirect rate (regardless of whether it is federally negotiated or not) that exceeds the Administrative rate cap designated by the specific federal award.
5. Record/Document Requirements and Retention:
  - a. The subrecipient shall have written policies and procedures in place to ensure compliance with the terms, conditions, laws, and regulations in 2 CFR Chapter 1, Chapter II, Part 200, et al., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award, and shall make its policies and procedures available to the state agency, upon request.

- b. The subrecipient shall maintain an accounting system that, at a minimum, records expenditures in a manner that readily identifies the expenditure as an activity allowable under the award and allows required federal financial reports to be easily prepared.
  - c. In accordance with 2 CFR § 200.333 the subrecipient shall retain, for a period of three years from the date of submission of the final expenditure report, or from the date of the submission of the final quarterly or annual financial report to the state agency, all financial records, supporting documents, statistical records, and all other records pertinent to the federal award.
6. **Subrecipient Monitoring:** The state agency reserves the right to conduct monitoring reviews to ensure the subrecipient administers the federal award in compliance with applicable laws, regulations, contractual obligations, and performance goal measures.
  - a. When deemed appropriate by the state agency, a monitoring report based on the results of the monitoring review will be issued to the subrecipient.
  - b. The subrecipient shall submit a written corrective action plan for any findings and recommendations in the monitoring report as directed by the state agency.
    - 1) The corrective action plan should include the actions the contractor proposes to take to remedy concerns, timeframes for achieving such remedies, and the person(s) responsible for the necessary action.
  - c. The state agency will respond in writing by accepting the corrective action plan submitted and/or requiring further action, including, but not limited to:
    - 1) More detailed financial reports or other documentation;
    - 2) Additional monitoring;
    - 3) Requiring the subrecipient to obtain technical or management assistance; and/or
    - 4) Establishing additional prior approvals from the state agency.
7. **Audits:** If required, the subrecipient shall have a single or program-specific audit conducted in accordance with provisions of the Single Audit Act of 1984 (with amendment in 1996) and 2 CFR Chapter 1, Chapter II, Part 200, Subpart F, et al., Audit Requirements.
  - a. In accordance with the provisions of 2 CFR Chapter 1, Chapter II, Part 200, Subpart F, et al., Audit Requirements, the subrecipient shall consider all sources of federal awards, including federal resources received from the state agency, in determining the federal awards expended in its fiscal year.
  - b. In the event the subrecipient is required to obtain an audit pursuant to 2 CFR Chapter 1, Chapter II, Part 200, Subpart F, et al., Audit Requirements, the subrecipient shall submit the reporting package to the Federal Audit Clearinghouse (FAC) as required by 2 CFR § 200.512. The subrecipient shall notify the state agency of the acceptance of the audit by the FAC within 7 calendar days of the acceptance. The subrecipient shall also notify the state agency in the event the subrecipient is not required to obtain and submit a single audit. These notifications shall be submitted to the:

Department of Social Services  
Division of Finance and Administrative Services  
Attn: Single Audit  
P.O. Box 1082  
Jefferson City, MO 65102  
Or [DFAS.ComplianceUnit@dss.mo.gov](mailto:DFAS.ComplianceUnit@dss.mo.gov)
  - c. The subrecipient shall cooperate with the state agency in resolving questions that the state agency may have concerning the auditors' report and plans for corrective action(s) pursuant to 2 CFR § 200.521.
8. The subrecipient shall be responsible for any deferrals, disallowances, questioned costs, or other items not allowed for federal financial participation claimed by the state agency on behalf of the subrecipient. The subrecipient shall return any funds disallowed, either to the state agency or directly to the applicable federal agency, as instructed by the state agency and within the timeframe designated.

9. **Transparency Reporting:** In order to assist the state agency in complying with its reporting requirements under the Federal Funding Accountability and Transparency Act (FFATA), the subrecipient must fully complete and submit the FFATA Data Form, attached hereto as Exhibit #3, to the state agency prior to the award of the contract.
  - a. The subrecipient should register in the federal government System for Award Management (SAM) available at [www.sam.gov](http://www.sam.gov), to record information about the subrecipient's organization, including executive compensation data. SAM is a secure, single repository of data and the subrecipient should only need to register once and renew annually thereafter and update information as necessary.
  - b. The state agency will provide the subrecipient with applicable federal funding source information in accordance with 2 CFR § 200.331.