

Amendment #01 to IFB DSS-FY25-0010-SL-1

Title: **Pregnancy Support Services**

Contract Period: **Date of Award through June 30, 2025**

PLEASE BE ADVISED OF THE FOLLOWING CHANGES AND CLARIFICATIONS:

1. Paragraph 1.9 is ADDED.
2. Paragraph 3.1.2 is REVISED.
3. Paragraph 3.1.4 is REVISED.
4. Paragraph 3.2.3 is ADDED.
5. Paragraph 3.3.1 is REVISED.
6. Paragraph 3.3.2 is ADDED.
7. Paragraph 3.4.1 is REVISED.
8. Paragraph 3.5 is ADDED.
9. Attachment A – Business Associate Provisions is REVISED.
10. Attachment B – Program Services Explanation is REVISED.
11. Attachment F – PRC & Maternity Homes Combined List is ADDED.
12. Attachment G – Attendee List is ADDED.
13. Attachment H – Additional Information is ADDED.

1 Introduction and General Information

- 1.1 This document constitutes a non-exclusive Invitation for Bid (IFB) with the Department of Social Services (Department) to expand Pregnancy Support Services to women with unplanned or crisis pregnancies to encourage women to carry their pregnancies to term, as set forth herein.
 - a. Pregnancy Resource Centers and Maternity Homes provide pregnancy support services to pregnant women to promote and facilitate adoptions, material support, and by providing other assistance to individuals facing an unintended pregnancy to help those individuals give birth to their unborn child(ren).
- 1.2 The Department's intent is to establish contracts with multiple contractors for use by the Department on an as needed if needed basis. Contract awards will be made based upon a contractor's eligibility and compliance with the qualifications and requirements specified herein. The awarded contract shall be viewed as exclusive to the performance of the contract.
 - a. The contractor must meet or exceed the minimum experience qualifications at the time of bid submission and for the duration of the contract, as outlined in Section 3 of this IFB.
- 1.3 The Department offers this IFB under the authority of a Special Delegation of Authority (SDA549) issued to the Department by the Missouri Office of Administration.
- 1.4 Informational Webinar: The Department of Social Services will host a webinar on Tuesday, March 18, 2025 at 2:00 PM, Central Time to discuss the Pregnancy Support Services IFB.
- 1.5 Informational Webinar Dial-In Information: The vendor should contact the buyer as indicated on the first page of this IFB to obtain dial-in instructions if an email invite was not received. The vendor will be provided with a telephone number to dial or webinar information to access, in order to listen and participate in the pre-proposal teleconference. The vendor shall refrain from contacting anyone other than the buyer to obtain the dial-in information.
- 1.6 The mission of the Missouri Department of Social Services is to "Empower Missourians to live safe, healthy, and productive lives".
- 1.7 The Department will consider all proposals for services that meet the parameters of this IFB as defined herein. The contractor shall be a Pregnancy Resource Center, as defined in Section 135.630.1.(3), RSMo., or a Maternity Home as defined in Section 135.600 RSMo. If multiple contracts are awarded, the Department will divide the funding up evenly.
- 1.8 The contract period shall be from the Date of Award through June 30, 2025.

1.9 ADDED PER AMENDMENT 01

- 1.9 *The purpose of the funding which was appropriated as one-time for State Fiscal Year 2025 by the General Assembly as outlined in House Bill 11.242.*

2 General Performance Requirements

2.1 Services Provided

- 2.1.1 The contractor shall provide services for 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 **Coordination**
 - 2.2.1 The contractor shall coordinate all contract activities with designated representative(s) of the Department.
 - 2.2.2 The contractor shall attend and otherwise participate in orientation, planning and other meetings with the Department, as required.
 - 2.2.3 In the course of providing the services required herein, the contractor shall collaborate with other agencies, resources and individuals as requested by the Department.

2.3 Correspondence

- 2.3.1 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.

2.3.2 The Department will use e-mail to transmit contract documents and other correspondence to the contractor. The Department shall encrypt emails to the contractor that contain information confidential by law to protect such from unauthorized disclosure. The contractor shall ensure the timely review and response to e-mailed documents and information.

2.3.3 The contractor shall encrypt any electronic correspondence containing information confidential by law.

2.4 **Contractor's Personnel**

2.4.1 The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA), P.L. 104-208, 110 Stat. 3009, and INA Section 274A (8 U.S.C. §1324a).

- a. If the contractor is found to be in violation of this requirement or the applicable 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 (25%) of the total amount due to the contractor.
- b. The contractor shall fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

2.4.2 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:

- a. 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
- b. Provide to the Department 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
- c. Submit to the Department a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

2.5 **Affidavit of Work Authorization and Documentation**

2.5.1 Pursuant to section 285.530, RSMo, if the contractor meets the section 285.525, RSMo definition of a "business entity" (<https://revisor.mo.gov/main/OneSection.aspx?section=285.525&bid=14999&hl=>), the contractor must affirm the 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 contractor shall complete applicable portions of the exhibit titled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of exhibit and any required documentation must be submitted prior to an award of a contract.

2.6 **Debarment Certification:**

2.6.1 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.

2.6.2 The contractor must complete and submit the exhibit titled Certification Regarding Debarment prior to award of a contract.

2.7 **Contractor Registration with Secretary of State**

2.7.1 The contractor must complete and submit the exhibit titled Registration of Business Name with the Missouri Secretary of State prior to award of contract.

2.8 **Anti-Discrimination Against Israel Act:**

2.8.1 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.

2.8.2 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 5 titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.

2.8.3 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 5 titled, Anti-Discrimination Against Israel Act Certification.

2.8.4 Regardless of company status or number of employees, the contractor must complete and submit the applicable portion of the Exhibit 5 titled Anti-Discrimination Against Israel Act Certification. Pursuant to section 34.600, RSMo, if the contractor 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 award of a contract.

2.9 **HIPAA**

2.9.1 The Department is subject to and must comply with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein.

2.9.2 The contractor shall be a "Business Associate" of the Department, as defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103, and shall comply with the provisions of the Business Associate Agreement attached hereto as Attachment A.

3 **Specific Performance Requirements**

3.1 **Contractor Requirements**

3.1.1 The contractor shall be one of the following:

- a. Pregnancy Resource Center as defined by Section 135.630.1.(3), RSMo; or
- b. Maternity Home as defined by Section 135.600, RSMo.

3.1.2 REVISED PER AMENDMENT 01

3.1.2 The contractor shall agree to the following:

- a. ***Funds will only be used to support expansion services at Pregnancy Resource Centers and Maternity Homes;***
- b. Funds will only be used to support pregnant females;
- c. Funds will only be used to support expansion of pregnancy support services;

- d. The purchases under this contract must be used for the contractor's physical location in the State of Missouri; *and*
- e. ***The contractor shall follow their procurement processes for approved purchases of equipment (\$10,000 or over).***

3.1.3 The Department will divide the funding up evenly across all awarded contractors. However, contractor's proposal shall not exceed \$19,000 for the contract period.

3.1.4 REVISED PER AMENDMENT 01

3.1.4 The contractor shall submit ***with the signed bid*** a Program Services Explanation (Attachment B) Proposed Budget Form (Attachment C), and Proposed Budget Narrative (Attachment D) and obtain Department approval.

- a. ***The contractor shall include on Attachment B, under "Number of Pregnant Women Currently Receiving Services" the number of mothers currently served as well as the capacity to serve pregnant women in the future.***

3.1.5 The contractor shall invoice on the Department approved invoice form, Pregnancy Support Services Invoice. (Attachment E). The contractor shall understand and agree that all pregnancy support service expenditures must be completed by April 15, 2025, and the invoice must be submitted by April 30, 2025, unless otherwise approved by the Department.

3.1.6 The contractor must provide documentation for reimbursement of allowable expenditures listed under 3.3, to include but not be limited to the following:

- a. Backup documentation explaining expenditures (any allowable expenditures as described herein); and
- b. Other documentation as requested by the Department.

3.2 Funding

3.2.1 The Department reserves the sole right to the following:

- a. Reduce amount of funding requested at the time of award;
- b. Reduce amount of funding for ineligible expenses;
- c. Reduce or discontinue future funding contingent on progress made toward meeting program expectations or outcomes; and
- d. Increase or decrease funding after award based upon availability of funds for the program.

3.2.2 The Department shall notify the contractor in advance of any increase or decrease in funding.

3.2.3 ADDED PER AMENDMENT 01

3.2.3 ***The contractor may bid up to \$19,000 for each agency included on the PRC and Maternity Homes Combined List (Attachment F). Each Pregnancy Resource Center and Maternity Home listed in Attachment F shall submit separate bids for each listing.***

- a. ***Each bid shall include a separate Program Services Explanation (Attachment B) for each location which includes all counties the location will serve with the funding for that location.***

3.3 Allowable Expenditures

3.3.1 REVISED PER AMENDMENT 01

3.3.1 The Department will review the Proposed Budget Form (Attachment C), and Proposed Budget Narrative (Attachment D). The contractor shall detail the services and items requested for reimbursement in the Proposed Budget Narrative and all costs must be directly related to pregnancy support services. The outlined costs cannot supplant other funds. The Department will only reimburse expenses that are approved. These expenses must be incurred after the Department approves the expenses. All requests for reimbursement must be complete by April 30, 2025, unless otherwise approved by the Department. Allowable expenditures shall include the following:

- a. Parenting ***and Life Skill Classes;***
- b. Ultrasounds, ***Pregnancy Tests, and Safe Sleep;***

- c. Referral **Services; and**
- d. **Other Items Related to Pregnancy Support Services: Could include items such as diapers, wipes, baby sleepers, onesies, baby socks, hire new staff including nurse or doula (not rehire), pay overtime, technology, security system, mattresses, home furnishings, maternity home client room updates, lobby room updates, prenatal vitamins, maternity clothes, hygiene items, workshops, post partum services, and other items that support pregnant women as approved by the Department.**

3.3.2 ADDED PER AMENDMENT 01

3.3.2 ***The contractor shall include all costs on the Program Services Explanation (Attachment B) and detail in the Budget Narrative (Attachment D) how the costs will support expansion of services for new mothers giving birth.***

3.4 Unallowable Expenditures

3.4.1 REVISED PER AMENDMENT 01

3.4.1 The contractor shall not utilize pregnancy support services funding for the following:

- a. Food and beverage;
- b. Pregnancy support services marketing materials;
- c. Storage sheds;
- d. Costs that are already covered by existing sources;
- e. Support costs beyond the contract period; and
- f. **Gift cards.**

3.5 ADDED PER AMENDMENT 01

3.5 ***The contractor shall maintain records of items given to the mother in logs with the mother's name, address, and due date or birth date. The Department reserves the right to inspect the records in the event of concerns or reports of misuse of funding.***

4 General Contractual Requirements

4.1 General:

4.1.1 The contract shall consist of the Invitation for Bid (IFB) and any amendments, attachments and exhibits thereto; the bid submitted by the contractor in response to the IFB, as accepted by the Department; and any subsequent amendments to the awarded contract.

4.1.2 This contract shall be construed according to the laws of the State of Missouri. The contract governs 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, such provision(s) 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 Department.

- a. The agreement will be read and enforced as though every provision of law and clause required by law to be inserted herein were included. If any such provision is not inserted, then upon the notification of either party the agreement will be amended to make such correction.

4.1.3 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.

4.1.4 The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.

4.1.5 The contractor certifies that the contractor and each of its principals (owners, director and others as defined by 2 CFR Part 180) 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.

- a. 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.

4.1.6 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the

prior written consent of the Department.

- 4.1.7 As authorized under sections 432.230 and 432.255 RSMo, the use of electronic signatures shall be permitted for contract documents. Additionally, contract documents maintained in electronic format shall be considered the official, legal record and shall have the same force and effect, as would a paper document.
- 4.2 **Amendment, Renewal and Termination:**
- 4.2.1 The contract shall not bind, nor purport to bind, the Department for any commitment in excess of the original contract period.
- 4.2.2 Any change to the contract, whether by modification 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.
- 4.2.3 Funding appropriated to the Department to support the project outlined herein are identified as "one time" funding for the fiscal period of July 1, 2024 through June 30, 2025 and shall not be considered an ongoing appropriation. In the event, the project services outlined herein are appropriated for future fiscal periods, the Department shall have the right, at its sole option to renew the contract for up to two (2) additional annual fiscal periods, or any portion thereof. In the event the Department exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 4.2.4 Either party, with or without cause, may terminate the contract by giving 60 calendar days advance written notice to the other party. The termination shall be effective 60 calendar 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 60 calendar day period, if applicable.
- 4.2.5 At its sole discretion, the Department may give the contractor an opportunity to cure the breach. Any opportunity to cure the breach will be provided to the contractor in writing.
- 4.2.6 The Department may terminate the contract for breach of contract by providing the contractor with written notice of termination.
- a. The termination shall become effective on the date specified in the notice.
- b. The Department shall not pay for services rendered or goods provided after the termination of the contract.
- 4.2.7 The Department shall deem any written notice to the contractor sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, electronic mail (e-mail), or otherwise delivered to an authorized employee of the contractor or the contractor's address of record.
- a. The contractor shall notify the Department within ten (10) business days of any change to the contractor's address of record or mailing address, or both.
- 4.2.8 In the event of termination all client records, documentation, data, reports, supplies, equipment and accomplishments prepared, furnished, acquired or developed by the contractor, as a direct requirement specified in the contract, shall become the property of the Department.
- a. Upon termination of the contract, the contractor shall maintain, store, transfer, dispose and provide for the authorized release of all client records, documentation, data, reports, supplies, equipment and accomplishments developed by the contractor as a requirement of the contract, as directed by the Department. The contractor shall not destroy or dispose of any such records, documentation, data, reports, supplies, equipment and accomplishments without the prior, written permission of the Department.
- b. Upon termination of the contract, the Department shall have access to all client records pertaining to the performance of the contract. As requested by the Department, the contractor shall make available to the Department all client records and documents prepared or developed as a result of the contract.
- 4.2.9 Upon expiration, termination, or cancellation of the contract, the contractor shall assist the Department to ensure an orderly transfer of responsibility or the continuity of those services required under the terms of the contract to an individual or organization designated by the Department, if requested in writing. The contractor shall provide or perform any or all of the following responsibilities:
- a. The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the

Department or to the Department's designee within seven calendar (7) days after receipt of the written request.

- b. If requested by the Department through a formal amendment to the contract, the contractor shall continue to provide any part or all of the services. The contractor shall provide the services in accordance with the terms and conditions, requirements and specifications of the contract. The contractor shall provide the services for a period not to exceed 30 calendar days after the expiration, termination or cancellation date of the contract. The contractor shall provide the services for a price not to exceed those prices set forth in the contract.
- c. The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the Department, in order to ensure the completion of such service prior to the expiration of the contract.

4.3 **Conflict of Interest:**

- 4.3.1 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.
 - a. 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.
 - b. 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. The contractor shall submit such notification to the Department in writing within seven (7) business days after the contractor discovers a conflict or appearance of a conflict.
 - c. 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:
 - 1) 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;
 - 2) Directing the contractor to implement a corrective action plan within a specified time frame to mitigate, remedy or eliminate the circumstances which constitute the conflict of interest or appearance of conflict of interest; or
 - 3) Taking any other action that the Department determines is necessary and appropriate to ensure the integrity of the contractual relationship and the public interest.
- 4.3.2 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.
- 4.3.3 The contractor certifies that:
 - a. 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;
 - b. No State of Missouri employee shall be compensated under this contract for duties performed in the course of his/her state employment; and
 - c. 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.
- 4.3.4 In the event the contractor is a not-for-profit agency, contractor board members must abstain from voting on any funding proposal relating to this contract, in which they have administrative control or a monetary interest. Board members who have such an interest and participate in discussion prior to a vote must disclose such interest in a meeting of the board prior to such discussion.
- 4.3.5 No monies provided by the Department under this contract shall be used to promote or further nepotism.
- 4.3.6 The contractor shall not represent itself, its employees, or its subcontractor's, as employees of the Department

or the State of Missouri.

4.4 **Business Compliance:**

- 4.4.1 The contractor must comply 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.
- 4.4.2 The contractor shall have and maintain current and in good standing, all licenses and certifications that are required by law, rule or regulation for the duration of the contract.
- a. The contractor shall notify the Department if the contractor's license(s) or certification(s), or both have or may be terminated, revoked, modified or qualified within seven (7) business days.
 - b. 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. Under investigation shall mean 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.
- 4.4.3 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.
- 4.4.4 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 **Personnel and Staffing:**

- 4.5.1 The contractor shall comply with the Fair Labor Standard Act, Equal Employment Opportunity Act, any other federal and state laws, rules, regulations and executive orders to the extent that these may be applicable and shall insert the foregoing provision in all subcontracts awarded.
- 4.5.2 The contract is predicated, in part, on the utilization of the specific resources, individuals and personnel qualifications as identified and described in the contractor's proposal/bid, when applicable, or in the contractual requirements stated herein. Therefore, the contractor shall only utilize personnel and individuals in the performance of this contract who meet specific qualifications required for services to be provided.
- a. No substitution of personnel shall be made by the contractor without written approval of the Department and such substitutions made pursuant to this paragraph shall be equal to or better than those originally proposed, offered, identified or required.
- 4.5.3 The contractor shall only utilize personnel including those of any subcontractor(s), who 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 shall provide documentation of such licensure or certification upon request.

4.6 **Human Rights:**

- 4.6.1 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, including, but not limited to:
- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000e, as amended) 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, as amended, which prohibits, unless otherwise provided by law, discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
 - b. Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));
 - c. 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;
 - d. 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;
 - e. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101-6107) which prohibits discrimination on the basis of age;

- f. Equal Employment Opportunity - E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity";
- g. The Pro-Children Act of 1994 (PL 103-227) regarding environmental tobacco smoke;
- h. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements; and
- l. The requirements of any other federal and state nondiscrimination statutes, regulations and executive orders that may apply to the services provided under the contract.

4.6.2 Disclosure of information, by either party to the contract, concerning a client 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.

4.6.3 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.

4.7 **Financial Requirements:**

4.7.1 The Department shall determine the availability of funding for this contract. The Department determination shall be final and without recourse by the contractor.

4.7.2 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.

- a. The Department reserves the right to terminate the contract, without penalty or termination costs, if such funds are not appropriated or available.
- b. In the event funds are not appropriated or available for the contract, the Department shall provide prompt notification to the contractor.
- c. In the event 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.
- d. 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.
- e. The provisions of the above paragraphs shall apply to any amendment or the execution of any option to extend the contract.

4.7.3 The Department shall make payments due under the terms of the contract upon receipt and approval of a properly itemized invoice, as set forth herein.

- a. The contractor shall submit invoices in accordance with the requirements stated in the contract 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.
- b. The contractor shall not invoice federal or state tax.

4.8 **Contractor Liability:**

4.8.1 The contractor shall 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, or any future negligent act, involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract.

- a. 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 agencies, employees, and assigns, from every expense, liability, or payment arising out of such misconduct or negligent act.

4.8.2 The contractor shall hold the State of Missouri, including its agencies, employees, and assignees, harmless 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.

4.9 **Insurance:**

- 4.9.1 The Department shall not be required to save and hold harmless and 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 public against any loss, damage and expense related to the contractor's performance under the contract.
- 4.9.2 The contractor shall maintain adequate automobile liability insurance for the operation of any motor vehicle used to provide any form of transportation service related to the services of this contract.
- 4.9.3 If the contract involves the performance of medical services of any type, the contractor shall maintain adequate liability insurance to cover all medical services rendered.
- 4.9.4 The contractor shall submit proof of insurance coverage to the Department as requested. Proof of insurance coverage shall include, but not be limited to, effective dates of coverage, limits of liability, insurers' names, policy numbers, company, etc. The contractor may use proof of self-insurance coverage or another alternative risk financing mechanism if such coverage is verifiable and irrevocably reliable.

4.10 **Recordkeeping and Reporting Requirements:**

- 4.10.1 The contractor shall submit itemized reports, records and information at the request of the Department.
- 4.10.2 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 include the following, as applicable:
- a. the specific number and type of service units provided;
 - b. itemized revenues and expenditures related to the performance of the contract;
 - c. the number and type of clients served;
 - d. detailed documentation of services provided to each client, included progress notes;
 - e. all records necessary for performing a full audit of the contractor's performance under the contract; and
 - f. other relevant records.
- 4.10.3 The contractor shall have in place management and fiscal controls that are adequate to assure full performance of the contractor's obligations under this contract. The contractor shall maintain sufficient cash flow to perform its obligations under the contract for the duration of the contract. The contractor shall immediately notify the Department of any cash flow issues where the contractor's obligations required under this agreement would be in jeopardy.
- 4.10.4 The contractor shall allow the Department or its authorized representative to inspect and examine the contractor's premises or records, or both, 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.
- 4.10.5 The contractor shall promptly provide the Department with access to Department clients and records of the Department clients without limitation.
- a. The contractor shall promptly produce all e-mails and correspondence related to Department clients, as requested by the Department.
- 4.10.6 The contractor shall permit governmental auditors and authorized representatives of the State of Missouri to have access, for the purpose of audit or examination, of all of the books, documents, papers, and records of the contractor's recording receipts and disbursements of any of the funds made available to the contractor relating to the operation of this contract for the Department at any reasonable time.
- a. 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 or legal actions, or both 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.
- 4.10.7 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 or control of the contractor's organization.

- 4.10.8 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 **Confidentiality:**
- 4.11.1 All discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential, to the extent required by law.
- 4.11.2 The contractor shall release no reports, documentation or material prepared pursuant to the contract to the public without the prior written consent of the Department, unless such disclosure is required by law.
- 4.11.3 If required by the Department, the contractor and any required contractor personnel shall sign specific documents regarding confidentiality, security, or other similar documents.
- 4.11.4 The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of any information confidential by law that it creates, receives, maintains, or transmits on behalf of the Department other than as provided for by the contract. Such safeguards shall include, but not be limited to:
- a. Encryption of any portable device used to access or maintain confidential information or use of equivalent safeguard;
 - b. Encryption of any transmission of electronic communication containing confidential information or use of equivalent safeguard;
 - c. Workforce training on the appropriate uses and disclosures of confidential information pursuant to the terms of the contract;
 - d. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of confidential information by its workforce and subcontractors, if applicable; and
 - e. Any other safeguards necessary to prevent the inappropriate use or disclosure of confidential information.
- 4.11.5 Substance Abuse Records- 42 U.S.C. §§290dd-2 and 42 C.F.R. Part 2.1 governs the confidentiality of substance abuse records and provides for specific mechanisms to obtain such records and the information therein. Any records and information that may be maintained by the Department or contractor concerning confidential drug or alcohol treatment or for any medical, psychological, or psychiatric treatment would be released by the consent of the recipient of the treatment. Those releases do not permit the Department/contractor to further release that information without the consent of the patient unless authorized by court order entered pursuant to procedures set out at 42 C.F.R. §2.61 et seq.
- a. The Department of Health and Human Services issued a final rule which substantially revises 42 C.F.R. Part 2. The final rule went into effect April 16, 2024, and will be phased in over a two-year period. As the final rule is phased in over the two-year period, the Department reserves the right to revisit and alter the rights and duties of the above paragraph as necessary during the term of contract/agreement to ensure continued compliance with the final rule. The final rule may be viewed at <https://www.federalregister.gov/documents/2024/02/16/2024-02544/confidentiality-of-substance-use-disorder-sud-patient-records>.
- 4.12 **Property of State:**
- 4.12.1 All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri.
- a. Upon expiration, termination, or cancellation of the contract, all such items shall become the property of the State of Missouri, which shall include all rights and interests for present and future use or sale as deemed appropriate by the Department.
- 4.12.2 Any ancillary software tools or pre-printed materials (e.g., project management software tools or training software tools, etc.) developed or acquired by the contractor that may be necessary to perform a particular service required herein, but not required, as a specific deliverable of the contract, shall remain the property of

the contractor. The contractor shall be responsible for ensuring that such tools and materials are being used in accordance with applicable intellectual property rights and copyrights.

4.12.3 In the event any copyrighted material is developed as a result of the contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish, use, and authorize other to use, the work/materials for Department and State of Missouri purposes.

4.13 **Notification Requirements:**

4.13.1 The contractor shall notify the Department within one (1) business day of the death of a Department client receiving services under the contract.

4.13.2 The contractor shall notify the Department and make the required hotline report within one (1) business day, when there are allegations of physical abuse, sexual abuse, verbal abuse or neglect of a client.

4.13.3 In the event the conduct of a client is jeopardizing the safety of him/herself or others in the community, the contractor shall immediately notify the Department. If an immediate response is needed to ensure the health and safety of the client or others, the contractor shall also notify local law enforcement officials.

4.13.4 The contractor shall notify the Department within one (1) business day, in writing, if the contractor becomes aware of any circumstances that may render the contractor unable to perform any of its obligations under the contract.

a. 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.

4.14 **Miscellaneous:**

4.14.1 Unless otherwise specified, the contractor shall be responsible for furnishing all material, labor, facilities, equipment and supplies necessary to perform the services required.

4.14.2 The contractor shall only perform the specific, professional services set forth in the contract. The contractor shall provide all services in a manner consistent with generally accepted practices in the applicable professional field.

4.14.3 The contractor shall only utilize such testing, techniques and procedures as are necessary to accomplish the specified service(s).

4.14.4 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:

- a. Prior, written consent of the Department;
- b. Full, written, prior, informed consent of the individuals involved, or their legal guardian or legal custodian; and
- c. Permission of the court, when applicable, in cases where the subject is a juvenile under the jurisdiction of a court of competent jurisdiction.

4.14.5 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.

4.14.6 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.

4.14.7 The Department endorses a drug free environment and the absence of substance abuse. The contractor shall support and enforce these philosophies in their performance of the contract.

4.14.8 The contractor shall maintain appropriate documentation that it has appropriate systems and controls in place to ensure that all information software systems used in relationship to the contractual responsibilities with the Department have been acquired, operated and maintained consistently with U.S. copyright law or applicable licensing restrictions. The contractor shall make documentation of such compliance and any such license immediately available upon request by the Department.

- 4.14.9 The contractor shall comply with the requirements of RSMo Chapter 610 Governmental Bodies and Records (the "Sunshine Law").
- 4.15 **Contract Monitoring/Compliance:**
- 4.15.1 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.
- a. The contractor shall cooperate with any Department review of records and other documentation related to the contractor's performance under the contract.
- 4.15.2 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.
- a. 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.
 - b. Special conditions or restrictions may include, but are not limited to:
 - 1) Requiring the contractor to obtain additional technical assistance;
 - 2) Requiring additional levels of prior approval from the Department for contract activities;
 - 3) Requiring additional or more detailed financial reports and other documentation;
 - 4) Additional, ongoing contract monitoring/oversight by the Department;
 - 5) Requiring the submission and implementation of a corrective action plan; or
 - 6) A combination of special conditions or restrictions.
- 4.15.3 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.
- a. The contractor shall submit a written corrective action plan to the Department within the timeframes specified in the Department notification.
 - b. 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 the contractor shall take to prevent the situation from recurring.
 - c. The Department will notify the contractor in writing if the corrective action plan is approved or if modifications are required.
 - 1) In the event the Department requires changes to the corrective action plan, the contractor shall submit a revised corrective action plan within five (5) business days of receipt of the Department's notification that changes are required.
 - d. 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 other remedies available to the Department.

5 Payments to the Contractor

- 5.1 The contractor shall utilize the Pregnancy Support Services Invoice (Attachment E) form for reimbursement of allowable expenditures. Contractor shall submit invoice utilizing Proposed Budget Form (Attachment C), and Proposed Budget Narrative (Attachment D), the Department shall pay the contractor as described herein.
- a. Invoice must have a unique, unduplicated invoice number with each invoice submitted to the address shown below.
 - b. Invoice shall claim reimbursement for incurred costs as defined in the contractor's budget.
 - c. Invoice shall include contractor's name, address, contract number, and amount of payment.

- d. An invoice with all expenses should be submitted by April 30th.
- e. Invoices must be submitted to:

By E-mail To:
W&CI.Invoices@dss.mo.gov

- 5.2 The contractor shall only invoice for allowable costs as specified herein and shall not invoice for more than what is stated in the Department approved Proposed Budget Form (Attachment C) and Proposed Budget Narrative (Attachment D).
- 5.3 The invoice must include all documentation supporting the expenses.
- 5.4 Expenditures must be completed by April 15, 2025, unless otherwise approved by the Department.
- 5.5 No other payments or reimbursements shall be made to the contractor other than those specified herein.
- 5.6 The Department shall have no obligation to pay any invoice submitted after the close of the contract period.
- 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 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 Prior to any payments becoming due under the contract, the contractor must update their contractor registration with their ACH-EFT payment information at <https://MissouriBUYs.mo.gov>. The contractor must also register in the State of Missouri's new eProcurement system, MissouriBUYs, powered by MOVERS. Suppliers must register in the new MissouriBUYs, powered by MOVERS system by going to the Supplier registration portal: <https://missouribuy.s.mo.gov/supplier-registration>, as the Department cannot award a contract to a supplier unless they are fully registered in the new system.
 - a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).
 - b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the Department's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.

6 Proposal Submission, Evaluation, and Award

6.1 Submission Requirements

- 6.1.1 The contractor must submit its bid to the Department by 2 pm Central Time on March 31, 2025, unless otherwise approved by the Department.
- 6.1.2 The contractor should submit draft Proposed Budget Form (Attachment C), and Proposed Budget Narrative (Attachment D).
- 6.1.3 The bid must be submitted to:

Email To: craig.fishback@dss.mo.gov
- 6.1.4 The bid should include the following:
 - a. Signature Page: The signature page from the original IFB and all signed addendums should be placed at the beginning of the bid.
 - b. Other required Exhibits for submission:

- 1) Exhibit 1: Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
 - 2) Exhibit 2: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.
 - 3) Exhibit 3: Registration of Business Name with the Missouri Secretary of State.
 - 4) Exhibit 4: Anti-Discrimination Against Israel Act Certification.
- 6.1.5 Vendor No Tax Due Certificate – This certificate is required by all bidders as verification that the bidder is either registered to collect sales and/or use tax in Missouri, or that the bidder is not making retail sales of tangible personal property or providing taxable services in Missouri. The “Vendor No Tax Due” certificate may be obtained by completing and submitting the “Request for Tax Clearance” form located at <http://dor.mo.gov/forms/943.pdf>. Additional information regarding this certificate is available on the Department of Revenue’s website at <http://dor.mo.gov/business/sales>.
Department of Revenue, Taxation Division Contact Information for technical assistance:
- Website: <http://dor.mo.gov/business/sales>
Phone: (573) 751-9268
Email: taxclearance@dor.mo.gov

6.2 **Other Bidder Notifications**

- 6.2.1 Bidders should direct all questions regarding the IFB to the Procurement Unit at the phone number or e-mail address listed on the signature page of this IFB.
- 6.2.2 Open Records: The bidder’s response (bid) shall be considered an open record pursuant to Section 610.021 RSMo after a contract is executed or the bid is rejected.
- 6.2.3 The bidder shall comply with all requirements stated in the Terms and Conditions attached hereto.
- 6.2.4 Bidders are advised that the only official position of the Department is that position which is stated in writing and issued as an IFB and any amendments thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

6.3 **Evaluation and Award Process**

- 6.3.1 The Department will evaluate proposals upon receipt, from responsive bidders. Any contracts resulting from this IFB will only be awarded to bidders meeting the requirements of the IFB.
- 6.3.2 After an initial screening process, a technical question and answer conference or interview may be conducted by the Department to clarify or verify information included in the bidder’s response.
- 6.3.3 While the Department anticipates awarding contracts to any qualified, responsive bidder, the Department reserves the right to consider other historic information and facts regarding the contractor in determining if an award of contract is in the best interest of the Department. The Department reserves the right to reject any bid for any reason.
- 6.3.4 Multiple contracts will be awarded to responsive bidders as bids are received. Bids submitted after 2 pm Central Time on March 31, 2025 will not be responsive.
- 6.3.5 Contracts shall be awarded to qualified, responsive bidders until funds are exhausted.
- 6.3.6 The Department reserves the right to make partial awards.
- 6.3.7 Any award of a contract resulting from this IFB will be made only by written authorization from the Department.

Exhibit # 1

Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization

Business Entity Certification:

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

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

BOX B: To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at <http://www.uscis.gov/e-verify>.

BOX C: To be completed by a business entity who has current work authorization documentation on file with a 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, contractors, and subcontractors. The term "**business entity**" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "**business entity**" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

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

BOX A – Currently Not a Business Entity

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

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

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (Contract 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 Department of Social 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 # 1: (continued)

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

Box B – Current Business Entity Status

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

Authorized Business Entity Representative's Name (Please Print)

Authorized Business Entity Representative's Signature

Business Entity Name

Date

E-Mail Address

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

- Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.uscis.gov/e-verify>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the 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 # 1: (continued)

Affidavit of Work Authorization

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

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

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

_____ <i>Authorized Representative's Signature</i>	_____ Printed Name
_____ Title	_____ Date
_____ E-Mail Address	_____ E-Verify Company ID Number

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

_____ <i>Signature of Notary</i>	_____ Date
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Exhibit # 1: (continued)

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

BOX C – Affidavit on File - Current Business Entity Status

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency 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 contractor’s name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

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

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

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____
(if known)

Authorized Business Entity Representative’s
Name (Please Print)

Authorized Business 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:

Buyer

Date

Exhibit # 2:

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

This certification is required by 2 CFR Part 180.

(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.

_____	_____
Company Name	Unique Entity ID (UEI) #
_____	_____
Authorized Representative's Printed Name	Authorized Representative's Title
_____	_____
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 whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing 2 CFR Part 180. You may contact the person to whom 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 Non-procurement 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 voluntary 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.

FOR STATE USE ONLY Documentation Verification Completed By:

_____	_____
Buyer	Date

EXHIBIT # 3:

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

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

If you are doing business as a Sole Proprietorship (must operate business using the owner's true name), you are exempt from registering with the Secretary of State. However, if you are doing business using any other name, you must register with the Secretary of State. *Example: John Smith (owner's true name) operates a business using the name John Smith LP Gas, you must register the business with the Secretary of State.*

<i>Charter Number (if applicable)</i>	<i>Company Name</i>
If exempt from registering with the Missouri Secretary of State indicate the specific exemption that applies to your business entity.	

If your business entity is not registered, you may go to the link provided below to register:

www.sos.mo.gov/fileonline

If you believe your business entity is exempt from registering with the Secretary of State due to one of the specific exemptions contained in the Missouri Revised Statutes, please indicate in your response the specific exemption that applies to your business entity.

Below are the exemption sections of the Missouri Revised Statutes for the most popular business entity types:

1. Sole Proprietorship using the owner's true name.
2. General Business - section 351.572, RSMo, located at:
<http://revisor.mo.gov/main/OneSection.aspx?section=351.572&bid=18804&hl=>
3. Limited Liability Company - section 347.163.5, RSMo, located at:
<http://revisor.mo.gov/main/OneSection.aspx?section=347.163&bid=18500&hl=>
4. Limited Partnership - section 359.551.5, RSMo, located at:
<http://revisor.mo.gov/main/OneSection.aspx?section=359.551&bid=19476&hl=>
5. Non-Profit - section 355.751.2, RSMo, located at:
<http://revisor.mo.gov/main/OneSection.aspx?section=355.751&bid=19289&hl=>
6. Professional Corporation - section 356.231, RSMo, located at:
<http://revisor.mo.gov/main/OneSection.aspx?section=356.231&bid=19340&hl=>

Note: Limited Liability Partnerships have no exemptions.

For questions regarding registration, contact the Missouri Secretary of State at:

corporations@sos.mo.gov or (573) 751-4153 (toll free 866-223-6535)

EXHIBIT 4:

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 any 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 4: 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 Division of Purchasing 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 Division of Purchasing 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

Attachment A – Business Associate Provisions

(rev 12-13-2024)

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

1. Health Insurance Portability and Accountability Act of 1996, as amended - The Department and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a “Business Associate” of the Department. Therefore, the term, “contractor” as used in this section shall mean “Business Associate.”
2. The contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:
 - a. “Access”, “administrative safeguards”, “confidentiality”, “covered entity”, “data aggregation”, “designated record set”, “disclosure”, “hybrid entity”, “information system”, “physical safeguards”, “required by law”, “technical safeguards”, “use” and “workforce” shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
 - b. “Breach” shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term “breach of contract” as used within the contract.
 - c. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.
 - d. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Department.
 - e. “Electronic Protected Health Information” shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.
 - f. “Enforcement Rule” shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.
 - g. “Health Care” as defined in 45 CFR §160.103, shall mean care, services, or supplies related to the health of an individual. Health care includes but is not limited to, the following:
 - 1) Preventive, diagnostic, therapeutic, rehabilitative, maintenance, or palliative care, and counseling, service, assessment, or procedure with respect to the physical or mental condition, or functional status, of an individual or that affects the structure or function of the body; and
 - 2) Sale or dispensing of a drug, device, equipment, or other item in accordance with a prescription.
 - h. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - i. “Individual” shall have the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
 - j. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
 - k. “Protected Health Information” as defined in 45 CFR 160.103, shall mean individually identifiable health information:
 - 1) Except as provided in paragraph (2) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
 - 2) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (Department) in its role as employer
 - l. “Reproductive Health Care” as defined in 45 CFR §160.103, shall mean health care, as specified above, that affects the health of an individual in all matters relating to the reproductive system and to its functions and processes. This definition shall not be construed to set forth a standard of care for or regulate what constitutes clinically appropriate reproductive health care.
 - m. “Security Incident” shall be defined as set forth in the “Obligations of the Contractor” section of the Business Associate Provisions.
 - n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.
 - o. “Unsecured Protected Health Information” shall mean Protected Health Information that is not secured through the use of a

technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.

3. The contractor agrees and understands that wherever in this document the term "Protected Health Information" is used, it shall also be deemed to include Electronic Protected Health Information.
4. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the Department. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.
5. The Department and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.
6. **Permitted Uses and Disclosures of Protected Health Information by the Contractor**
- 6.1 The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the Department, except for the specific uses and disclosures in the contract.
- 6.2 The contractor shall not use or disclose Reproductive Health Information, consistent with 45 CFR §164.502(a)(5)(iii), for any of the following purposes:
 - 1) Conducting a criminal, civil, or administrative investigation into or imposing criminal, civil, or administrative liability on any person for the mere act of seeking, obtaining, providing, or facilitating reproductive health care, where such health care is lawful under the circumstances in which it is provided.
 - 2) Identifying any person for the purposes of conducting such investigation or imposing such liability.
 - 3) The contractor shall comply with the attestation requirements of 45 CFR §164.509 for any use or disclosure of Protected Health Information (PHI) potentially related to reproductive health care.
- 6.3 The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Department as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.
- 6.4 The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the Department by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
- 6.5 If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.
- 6.6 If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.
- 6.7 If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the Department as permitted by 45 CFR 164.504(e)(2)(i)(B).
- 6.8 The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the Department to do so.
- 6.9 The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the Department's minimum necessary policies and procedures.
7. **Obligations and Activities of the Contractor**
- 7.1 The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).
- 7.2 The contractor shall use appropriate administrative, physical and technical safeguards and comply with Subpart C of 45 CFR Part 164 to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:
 - a. Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;
 - b. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;
 - c. Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;
 - d. Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent

safeguard; and

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

- 7.3 With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the Department and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.
- 7.4 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.
- 7.5 By no later than ten (10) calendar days after receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the Department available to the Department and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.
- 7.6 The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the Department to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the Department. If requested by the Department or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the Department upon request.
- 7.7 In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a Department request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, provide the Department access to the Protected Health Information in an individual's designated record set. However, if requested by the Department, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.
- 7.8 At the direction of the Department, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- 7.9 The contractor shall report to the Department's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the Department's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.
- 7.10 The contractor shall report to the Department's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the Department's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
- 7.11 The contractor shall report to the Department's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the Department's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.
- 7.12 The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):
- a. The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;
 - b. The electronic address of any individual who has specified a preference of contact by electronic mail;

- c. A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
 - d. A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and
 - e. The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.
- 7.13 Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.
- 7.14 The contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.
- 7.15 If the contractor becomes aware of a pattern of activity or practice of the Department that constitutes a material breach of contract regarding the Department's obligations under the Business Associate Provisions of the contract, the contractor shall notify the Department's Security Officer of the activity or practice and work with the Department to correct the breach of contract.
- 7.16 The contractor shall indemnify the Department from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the Department for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the Department under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this Agreement.
8. **Obligations of the Department**
- 8.1 The Department shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the Department's notice of privacy practices in accordance with 45 CFR 164.520.
- 8.2 The Department shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
- 8.3 The Department shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the Department has agreed to in accordance with 45 CFR 164.522.
- 8.4 The Department shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.
9. **Expiration/Termination/Cancellation:** Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the Department, either return to the Department or destroy all Protected Health Information received by the contractor from the Department, or created or received by the contractor on behalf of the Department, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.
- a. In the event the Department determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the Department and obtain instructions from the Department for either the return or destruction of the Protected Health Information.
10. **Breach of Contract:** In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the Department determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the Department shall report the breach of contract to the Secretary of the Department of Health and Human Services.

Attachment B – Program Services Explanation

<p style="text-align: center;">Pregnancy Support Services <i>Must be completed for each physical location where services are provided.</i></p>
<p style="text-align: center;">Primary Contact Name:</p>
<p style="text-align: center;">Primary Contact Phone Number:</p>
<p style="text-align: center;">Provider Name:</p>
<p style="text-align: center;">Provider's Physical Address:</p>
<p style="text-align: center;">Counties that will be Served with this Funding:</p>
<p style="text-align: center;">Provider's Email Address:</p>
<p style="text-align: center;">Hours and Days of Operation:</p>
<p style="text-align: center;">Number of Pregnant Women Currently Receiving Services and Ongoing Capacity:</p>
<p style="text-align: center;">Types of Services Offered:</p>
<p style="text-align: center;">Confirm You Do Not Provide Abortion Services or Referrals for Abortion Services:</p>

Missouri Department of Social Services
Office of Workforce & Community Initiatives
Pregnancy Support Services Budget Form
(UNSPSC Code: 85101703)

Provider:	Contract Number:
Budget	
Allocation Base (Contract Amount)	\$ -
Program Costs	
Parenting and Life Skill Classes	\$ -
Ultrasounds, Pregnancy Tests, and Safe Sleep	\$ -
Referral Services	\$ -
Other Items Related to Pregnancy Support Services	\$ -
Total Program Costs:	\$ 0 -
TOTAL BUDGET	\$ 0 -
<i>I hereby certify that the budget is taken from the original Books of Account and that budget amounts are valid and consistent with the terms of the contract.</i>	
Signature of Authorized Representative of [Insert Agency Name]	Date
Signature of Authorized Representative of [Insert Agency Name]	Date

Pregnancy Support Services Budget Narrative

Provide a narrative description of the proposed costs associated with the provision of services. Break down each cost category by line item as entered on the “Budget Form”. Provide specific information regarding how the expense was calculated and ensure that the total of the break down equals the cost category on the Budget Form. Each space under program costs must specify each cost and the cost must add up to the total program cost for the line.

The costs outlined below cannot be currently paid for with other funds. These funds are intended to expand services, or purchase items to ensure pregnant women can give birth. This is one-time funding.

Program Costs:

All explanations must include how the outlined cost will ensure the pregnant woman can give birth.

- **Parenting Classes and Life Skills:**

- **Ultrasounds, Pregnancy Tests, and Safe Sleep:**

- **Referral Services:**

- **Other Items Related to Pregnancy Support Services:**

Budget Category Definitions

Line Item	Definition
Parenting Classes	<ul style="list-style-type: none"> An educational course designed to teach an expectant parent(s) about child development, effective parenting strategies, and techniques to address common challenges parents face. Parenting classes can help expectant parent(s) develop positive relationships with their children and improve their parenting skills.
Ultrasounds	<ul style="list-style-type: none"> A non-invasive imaging test that uses sound waves to create pictures of a fetus and the mother's pelvic organs.
Pregnancy Tests	<ul style="list-style-type: none"> Detects the presence of human chorionic gonadotropin (hCG), a hormone produced during pregnancy, in a person's blood or urine.
Life Skills	<ul style="list-style-type: none"> The teaching of skills to the expectant parent(s) that help them deal with everyday challenges.
Referral Services	<ul style="list-style-type: none"> A process that directs expectant parent(s) to other resources (i.e. organizations or people) for additional help or information on other services to assist them such as job training, medical care, or housing.
Safe Sleep	<ul style="list-style-type: none"> A set of practices to reduce the risk of suffocation, choking, and sudden infant death syndrome (SIDS). This may include education to the expectant parent(s) or items that allow for safe sleeping to ensure the expectant mother can give birth.
Other Items Related to the Pregnancy Support Services	<ul style="list-style-type: none"> Pregnancy support services may provide material assistance, such as clothing, diapers, and parenting classes. They may also offer referrals to other resources such as medical care, job training, and housing. All items must relate to ensuring the pregnant woman can give birth.

Attachment E – Pregnancy Support Services Invoice



BILL TO:
 Department of Social Services
 Division of Finance & Administrative Services
 PO Box 1643
 Jefferson City, MO 65102-1643
W&CI.INVOICES@DSS.MO.GOV

PAY TO:
 Provider
 Name
 Address
 City, State Zip
 Phone
 Number
 Email address

REQUEST FOR PAYMENT FOR PREGNANCY RESOURCE SUPPORT GRANT

Vendor _____
No. _____
Invoice No. _____

Contract No. _____

DESCRIPTION

PROGRAM COSTS	Budget Amount by Line	Total Expenditures
Parenting and Life Skill Classes	\$ -	\$ -
Ultrasounds, Pregnancy Tests and Safe Sleep	\$ -	\$ -
Referral Services	\$ -	\$ -
Other Items Related to Pregnancy Resource Services	\$ -	\$ -
TOTALS	\$ -	\$ -

I hereby certify that this information is true and correct:

Preparer's Signature

Date:

*All final and complete invoices are due by April 30, 2025, unless otherwise approved by the Department, to receive reimbursement.
 If the invoice is emailed, retain the original in your files.*

FOR OFFICIAL USE ONLY:

Signature

Date:

If a vendor provides any "personal information" as defined in §105.1500, RSMo concerning an entity exempt from federal income tax under Section 501(c) of the Internal Revenue Code of 1986, as amended, the vendor understands and agrees that it is voluntarily choosing to seek a state contract and providing such information for that purpose. The state will treat such personal information in accord with §105.1500, RSMo

Attachment F - PRC & Maternity Homes Combined List

Pregnancy Resource Center and Maternity Home	Address	City, State, and Zip
Alexandra's House	638 West 39th Terrace	Kansas City, MO 64111
Almost Home, Inc.	3200 St. Vincent Ave	St. Louis, MO 63104
Anne's Anchor	PO Box 422	Bowling Green, MO 63334
Alpha House	PO Box 644	Bolivar, MO 65613
Aspire Women's Center - PRC of Sikeston	P.O. Box 516	Sikeston, MO 63801
Bethany Christian Services	8706 Manchester Road, Ste. 100	St. Louis, MO 63144
Birthright Counseling	2525 S. Brentwood, Ste. 102	St. Louis, MO 63144
Birthright of Cape Girardeau	P.O. Box 741	Cape Girardeau, MO 63701-0741
Birthright of Carrollton	2 E Benton, Suite 1	Carrollton, MO 64633
Birthright of Chillicothe	P.O. Box 303	Chillicothe, MO 64601-0303
Birthright of Greater Kansas City	6309 Walnut Street	Kansas City, MO 64113
Birthright of Hannibal	601 Country Club Drive	Hannibal, MO 63401
Birthright of Hermann	132 A E. 4th Street	Hermann, MO 65041
Birthright of Hillsboro	P.O. Box 35	Hillsboro, MO 63050-0035
Birthright of Mid-Missouri	1006 E. High Street, Apt. #2	Jefferson City, MO 65101
Birthright of Moberly	P.O. Box 155	Moberly, MO 65270-0155
Birthright of Montgomery City	P.O. Box 83, 110 West Second Street	Montgomery City, MO 63361
Birthright of Nevada	P.O. Box 211	Nevada, MO 64772
Birthright of St. Charles, Inc.	2125 Bluestone Drive, Suite A	St. Charles, MO 63303
Birthright of St. Joseph, Inc.	1018 N. 19th Street	St. Joseph, MO 64501
Birthright of Wentzville	10 E. Pitman Ave.	Wentzville, MO 63385
Bridge of Hope-Richmond	111 West Main Street	Richmond, MO 64085
Caring Hearts Pregnancy Resource Center	PO Box 455	Potosi, MO 63664
Catholic Charities of KC - St. Joseph, Inc.	4001 Blue Parkway, Suite 250	Kansas City, MO 64130
Catholic Charities of Southern Missouri, Inc.	424 E. Monastery Street	Springfield, MO 65807
Choices Pregnancy Center	P.O. Box 880	Marshfield, MO 65706
Christian Family Services	7955 Big Bend Blvd.	St. Louis, MO 63119
Christian Family Services of the Midwest, Inc.	10100 W. 87th Street, Suite 111	Overland Park, KS 66212
Coalition for Life	11780 Borman Drive	St. Louis, MO 63146
Crisis Pregnancy Center - Maryville	P.O. Box 637	Maryville, MO 64468
Crossroads Family Ministries	P.O. Box 1134	Warsaw, MO 65355
Defenders Of The Unborn	PO Box 892	St. Charles, MO 63302
Doula Foundation of Mid-America, Inc.	1901 E Meadowere Street	Springfield, MO 65804
Drumm Center for Children, Inc.	3210 S. Lee's Summit Road	Independence, MO 64055
Eben Ministries	19504 S Mullen Road	Belton, MO 64012
Faith Maternity Care	PO Box 6232	Fulton, MO 65251
First Choice MO Pregnancy Resource Center	P.O. Box 482	Marceline, MO 64658
Free Women's Center of Pulaski County	2009 Historic Route 66 West, Suite 106	Waynesville, MO 65583
Gabriel Project KC	PO Box 322	Liberty, MO 64069
Golden Valley Door of Hope	P.O. Box 710	Clinton, MO 64735
Good Shepherd Children & Family Services	1340 Partridge Ave.	St. Louis, MO 63130
Great Circle	330 North Gore	St. Louis, MO 63119
Guadalupe Center	1015 Avenida Cesar Chavez	Kansas City, MO 64108
Hand n' Hand	7024 US Highway 61/67	Barnhart, MO 63012
Hope Pregnancy Resource Center	P.O. Box 294	Palmyra, MO 63461
House of Ruth Women's Resource Clinic/Republic PRC	P.O. Box 332	Republic, MO 65738
Jefferson County Pregnancy Care Center	P.O. Box 408	House Springs, MO 63051-0408
Katie's House	1218 S Tower	Nevada, MO 64772
Laclede County Pregnancy Support Center	P.O. Box 373	Lebanon, MO 65536-0373
Liberty Women's Clinic	1532 NE 96th Street, Suite B	Liberty, MO 64068
Life Choices	531 East 7th Street	Joplin, MO 64801
Life Network of Central Missouri	802 N. Providence Road, Ste 2	Columbia, MO 65203
Life Options Green Hills	PO Box 283	Trenton, MO 64683
Lifeline Pregnancy Care Center - Cuba	201 Lucia Ave.	Cuba, MO 65453
Lifeline Pregnancy Help Clinic - Kirksville	P.O. Box 663, 620 Rosewood Drive	Kirksville, MO 63501-0663
Lilys House	104 N Kentucky	Adrian, MO 64720
Lutheran Families and Children's Services of Missouri	9666 Olive Blvd., Ste 400	St. Louis, MO 63132
Mary Queen of Angels	211 East Elm Street, Unit 2	O'Fallon, MO 63366
MBCH Children and Family Ministries	11300 St. Charles Rock Road	Bridgeton, MO 63044
Midtown Neighborhood Opportunities Corp	1202 S. Boyle Ave.	St. Louis, MO 63110
Monarch Family Resource Center/Parkland Pregnancy Resource C	1565 Ste. Genevieve Ave.	Farmington, MO 63640
Mother's Refuge	14400 E. 42nd Street, Suite 220	Independence, MO 64055
New Beginnings	P.O. Box 454	Warrensburg, MO 64093-0454
Oasis Resource Center, Inc.	P.O. Box 142	Troy, MO 63379
Options for Women - Cape Girardeau	P.O. Box 1292	Cape Girardeau, MO 63703
Options for Women of Pike County	1420 US 61 Business, Suite B	Bowling Green, MO 63334
Options Pregnancy Center - Ava	P.O. Box 1175	Ava, MO 65608-1175
Options Pregnancy Clinic - Branson	192 Expressway Lane, Suite A	Branson, MO 65616
Our Lady's Inn	8790 Manchester Road, Ste. 202	Brentwood, MO 63144
Parkville Women's Clinic	6326 N. Lucerne Ave.	Kansas City, MO 64151
Pettis County Birthright, Inc.	P.O. Box 406	Sedalia, MO 65302-0406
Pregnancy Assistance Center	310 International Ave.	Washington, MO 63090-3410
Pregnancy Care Center	1342 E. Primrose Street, Ste. C	Springfield, MO 65804
Pregnancy Help Center of Central Missouri	1433 Southwest Blvd.	Jefferson City, MO 65109
Pregnancy Help Center of Lake Ozarks	P.O. Box 384	Camdenton, MO 65020
Pregnancy Life Line	19621 State Hwy 413	Branson West, MO 65737
Pregnancy Options Center of Warren County	PO Box 97, 709 East Veterans Memorial Parkway	Warrenton, MO 63383
Pregnancy Resource Center of Mountain Grove	P.O. Box 189	Mountain Grove, MO 65711
Pregnancy Resource Center of Neosho, Inc.	P.O. Box 594	Neosho, MO 64850
Pregnancy Resource Center of South Central Missouri	P.O. Box 295	Houston, MO 65483
Pregnancy Resource Center of West Plains	P.O. Box 111, 306 Davis Drive LL1	West Plains, MO 65775
Pregnancy Resource Clinic of St. Joseph	1502 N. 36th Street, Ste. D	St. Joseph, MO 64506
Queen of Peace Center	325 N Newstead	St. Louis, MO 63108
Rachel House PRC/Resource Health	1260 NE Windsor Drive	Lee's Summit, MO 64086
Ray of Hope Pregnancy Care Ministries	309 N. Missouri Street, Suite B	Macon, MO 63552
Riverways Pregnancy Resource Center	1600 Doss Road	Salem, MO 65560
Rolla Pregnancy Resource Center	1210 E. State Route 72	Rolla, MO 65401
Shiloh Center/Life Choice Center	208 Oriole Street	Harrisonville, MO 64701

South County Pregnancy Help Center	4150 Crescent Drive	St. Louis, MO 63129
St. Francis Community Services	4445 Lindell Blvd.	St. Louis, MO 63108
St. Raymond's House	3501 Lansing Ave.	Columbia, MO 65110
Ste. Genevieve Area Center for Life	P.O. Box 375	Ste. Genevieve, MO 63670
Synergy Services	400 East 6th Street	Parkville, MO 64152
The Abortion Survivors Network	4810 NE Vivion Road #25531	Kansas City, MO 64119
The Haven Of Grace	1225 Warren St	St. Louis, MO 63106
The Light House	11300 St Charles Rock Road	Bridgeton, MO 63044
The Sparrow's Nest Maternity Home	6209 Mid Rivers Mall Drive, #119	St. Peters, MO 63304
Thrive St. Louis, Inc.	4331 Lindell Blvd	St. Louis, MO 63108
TriCounty Birthright	300 W. Fourth Street, Suite E	Eureka, MO 63025
Tri-County Pregnancy Resource Center	P.O. Box 107	Aurora, MO 65605
Trinity Lutheran Church of Clinton	1267 E Hwy 7	Clinton, MO 64735
Your Other Mother	411 E Locust Street	Union, MO 63084

Attachment G - Attendee List

Pregnancy Support Services IFB Pre-Proposal Conference Attendee List

Attendee	Company	Email
Peter Schrock	Monarch: Family Resource Center Bridges Maternity Home & Pregnancy	e.director@monarchfrc.com
Forrest Brown	Resource Center of Rolla	forrest@prcrolla.com
Shelley Knight	Faith Maternity	director@faithmaternity.com
Michelle Meier	Lutheran Family & Children's Services of MO	Michelle.meier@lfcs.org
Katelyn Hentrich	Lutheran Family & Children's Services of MO	Katelyn.hentrich@lfcs.org
Karen Ludwig	MyLife Medical & Resource Center	jcpcc01@aol.com
Meghan Dunn	Nurses for Newborns	Meghan.Dunn@nursesfornewborns.org
Ron Tompkins	Nurses for Newborns	
Kristen Zelle	Bethany	kzelle@bethany.org
Marsha Middleton	Alliance for Life Missouri	marsha@allianceforlifemissouri.com
Casey Locey	Queen of Peace Center	clocey@ccstl.org
Alicia Janssen	Mothers Refuge	alicia@mothersrefuge.org
Teresa Hayner	Good Shepherd Children & Family Services	thayner@gstl.org
Abigail Chisom	Laclede County Pregnancy Support Center	abigail@psclebenon.org
Jamie Pataky	Your Other Mother	yourothermother1121@gmail.com
Michelle	Pregnancy Resource Center of West Plains	info@prcofwestplains.org
Linda Spina	Your Other Mother	l.spina@att.net

Attachment H – Additional Information

Additional IFB Information

- Bids must be submitted via email to Craig Fishback at craig.fishback@dss.mo.gov by March 31 at 2:00 pm. Bids can be submitted prior to that time and date.
- Please submit request for only the funding you plan to expend to expand services.
- The condensed timeframe is necessary to ensure the Department can proportionately increase or decrease funding within the current state fiscal year.
- The funds available in the grant for staff will only be available for a short time, so it may be a better use of funds to procure items and not pay salaries.
- Eligible items support pregnant women giving birth. If you have questions on specific items, please email Craig Fishback at craig.fishback@dss.mo.gov.
- Each organization listed on Exhibit f is eligible for a separate award and must submit a separate bid. If the organization has four locations (not separate entities on the “list”) and plans to request funding for two locations, a separate Attachment B for the two locations should be included within the bid, and the counties each location serves will be included with their Attachment B.



Missouri Department of Social Services Terms and Conditions for Solicitations

(rev 08.29.12)

1. Terminology/Definitions

Whenever the following words and expressions appear in an Invitation for Bid (IFB) or a Request for Quotation (RFQ) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Amendment** means a written, official modification to an IFB, RFQ or to a contract.
- b. **Attachment** applies to all forms which are included with an IFB or RFQ to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- c. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- d. **Bid Target Date and Time** and similar expressions mean the requested RFQ target date and time for the receipt of bids.
- e. **Bidder** means the person or organization that responds to an IFB or RFQ by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB or RFQ document.
- f. **Buyer** means the procurement staff member of the Department of Social Services.
- g. **Contact Person** as referenced herein is usually the Buyer.
- h. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- i. **Contractor** means a person or organization who is a successful bidder as a result of an IFB or RFQ and who enters into a contract.
- j. **Department** means the Missouri Department of Social Services.
- k. **Exhibit** applies to forms which are included with an IFB or RFQ for the bidder to complete and submit with the bid.
- l. **Invitation for Bid (IFB)** means the solicitation document issued by the Department to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- m. **May** means that a certain feature, component, or action is permissible, but not required.
- n. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- o. **Pricing Page(s)** applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB or RFQ. The pricing pages must be completed and submitted by the bidder with the bid.
- p. **Request for Quotation (RFQ)** means the solicitation document issued by the Department to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- q. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the procurement operations of the Department.
- r. **Shall** has the same meaning as the word must.
- s. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. Applicable Laws and Regulations

- 2.1 The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- 2.2 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 Department.
- 2.3 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.
- 2.4 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.
- 2.5 The exclusive venue for any legal proceeding relating to or arising out of the IFB, RFQ or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- 2.6 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.

3. Open Competition

- 3.1 It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the Department if any language, specifications or requirements of an IFB or RFQ appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB or RFQ to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the Department, unless the IFB or RFQ specifically refers the bidder to another contact. Such communication should be received at least ten calendar days prior to the official bid opening date.
- 3.2 Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB or RFQ, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB or RFQ, any questions received less than ten calendar days prior to the bid opening date may not be answered.
- 3.3 Bidders are cautioned that the only official position of the Department is that which is issued by the Department in the IFB or RFQ or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- 3.4 The Department monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be

referred to the Missouri Attorney General's Office for appropriate action.

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

4. Preparation of Bids

4.1 Bidders must examine the entire IFB or RFQ carefully. Failure to do so shall be at bidder's risk.

4.2 Unless otherwise specifically stated in the IFB or RFQ, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.

4.3 Unless otherwise specifically stated in the IFB or RFQ, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.

4.4 Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB or RFQ.

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

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

4.7 Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB or RFQ.

4.8 Bids, including all pricing therein, shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.

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

5. Submission of Bids

5.1 Bids in response to a RFQ should be received in the Department office prior to the target time and date specified in the RFQ and may be submitted to the Department:

- a. In hard copy format delivered to the Department purchasing office;
- b. By fax to the Department purchasing office; or
- c. By e-mail to the Department buyer

5.2 Bids submitted in response to an IFB must be sealed in an envelope or container, and received in the Department purchasing office specified in the IFB no later than the exact opening time and date specified in the IFB.

5.3 All bids must be submitted and signed by a duly authorized representative of the bidder's organization, contain all information required by the IFB or RFQ, and must be priced as required.

5.4 Any envelope or container containing a bid should be clearly marked on the outside with the official RFQ or IFB number and the official target date and time (RFQ) or the official bid opening date and time (IFB). Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.

5.5 A bid which has been delivered to the Department office, may be modified by signed, written notice which has been received by the Department prior to the official target date and time (RFQ) or the official bid opening date and time (IFB) specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official target date and time or the official bid opening date and time (IFB). Telephone or telegraphic requests to modify a bid shall not be honored.

5.6 A bid which has been delivered to the Department office, may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by the Department prior to the official target date and time (RFQ) or the official bid opening date and time (IFB) specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official target date and time or the official bid opening date and time (IFB). Telephone or telegraphic requests to withdraw a bid shall not be honored.

5.7 A bid may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the bidder. Justification of withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the bidder.

6. Bid Opening

6.1 Bid openings are public on the opening date and at the opening time specified in the IFB document. The Department will not provide prices or other bid information via the telephone.

6.2 Bids submitted in response to an IFB which are not received in the Department office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. Preferences

- 7.1 In the evaluation of bids, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. Contractors should apply the same preferences in selecting subcontractors.
- 7.2 By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, mined, processed or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.

8. Evaluation/Award

- 8.1 Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- 8.2 Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the Department to be in the best interest of the Department.
- 8.3 Bidders are encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the Department. However, unless otherwise specified in the IFB or RFQ, pricing shall be evaluated at the maximum potential financial liability to the Department.
- 8.4 Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with Chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- 8.5 In the event all bidders fail to meet the same mandatory requirement in an IFB or RFQ, the Department reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the Department reserves the right to waive any minor irregularity or technicality found in any individual bid.
- 8.6 The Department reserves the right to reject any and all bids.
- 8.7 When evaluating a bid, the Department reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- 8.8 Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- 8.9 Any award of a contract shall be made by notification from the Department to the successful bidder. Bidders who include an e-mail address with their bid will be notified of the award results via e-mail.
- 8.10 The Department reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by the Department based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the Department.
- 8.11 All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.
- 8.12 The Department reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- 8.13 The final determination of contract award(s) shall be made by the Department. Any bid award protest must be received within ten (10) business days after the date of award.

9. Contract/Purchase Order

- 9.1 By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB or RFQ, at the prices quoted, pursuant to all requirements and specifications contained therein.
- 9.2 A binding contract shall consist of: (1) the IFB or RFQ and any amendments thereto, (2) the contractor's response (bid) to the IFB or RFQ, (3) clarification of the bid, if any, and (4) the Department's acceptance of the response (bid) by "notice of award" or by "purchase order." All Exhibits and Attachments included in the IFB or RFQ shall be incorporated into the contract by reference.
- 9.3 A notice of award issued by the Department does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Department.
- 9.4 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

10. Invoicing and Payment

- 10.1 The Department does not pay state or federal taxes unless otherwise required under law or regulation.
- 10.2 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.
- 10.3 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Department.
- 10.4 Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB or RFQ.
- 10.5 The Department 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.
- 10.6 All invoices for equipment, supplies, and/or services purchased by the Department shall be subject to late payment charges as provided in Section 34.055 RSMo.
- 10.7 The Department reserves the right to purchase goods and services using the state purchasing card.

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

12. Inspection and Acceptance

- 12.1 No equipment, supplies, and/or services received by the Department pursuant to a contract shall be deemed accepted until the Department has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- 12.2 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.
- 12.3 The Department 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.
- 12.4 The Department's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the Department may have.
- 13. Warranty**
- 13.1 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 Department, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- 13.2 Such warranty shall survive delivery and shall not be deemed waived either by reason of the Department's acceptance of or payment for said equipment, supplies, and/or services.
- 14. Conflict of Interest**
- 14.1 Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- 14.2 The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.
- 15. Remedies and Rights**
- 15.1 No provision in the contract shall be construed, expressly or implied, as a waiver by the Department of any existing or future right and/or remedy available by law in the event of any claim by the Department of the contractor's default or breach of contract.
- 15.2 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 Department.
- 16. Cancellation of Contract**
- 16.1 In the event of material breach of the contractual obligations by the contractor, the Department may cancel the contract. At its sole discretion, the Department may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the Department within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- 16.2 If the contractor fails to cure the breach or if circumstances demand immediate action, the Department will issue a notice of cancellation terminating the contract immediately.
- 16.3 If the Department cancels the contract for breach, the Department reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Department deems appropriate and charge the contractor for any additional costs incurred thereby.
- 16.4 The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.
- 17. Communication and Notices:** Any notice to the bidder/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 bidder/contractor.
- 18. Bankruptcy or Insolvency**
- 18.1 Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the Department immediately.
- 18.2 Upon learning of any such actions, the Department reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.
- 19. Invention, Patents and Copyrights:** The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.
- 20. Non-Discrimination and Affirmative Action**
- 20.1 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 written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
 - The identification of a person designated to handle affirmative action;
 - 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;
 - The exclusion of discrimination from all collective bargaining agreements; and
 - Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
- 20.2 If discrimination by a contractor is found to exist, the Department shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Department until corrective action by the contractor is made and ensured, and

referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. **Americans with Disabilities Act:** In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).
22. **Filing and Payment of Taxes:** The Department cannot 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. Therefore bidder's failure to maintain compliance with chapter 144, RSMo may eliminate their bid from consideration for award.
23. **Titles:** Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.