



**Missouri Department of Social Services
Division of Finance & Administrative Services
Invitation for Bid (IFB)**

IFB #: SDA53421

Issue Date: February 10, 2021

Title: Child Care Virtual Learning (CCVL)

Contract Period: Date of Award through June 30, 2021

Return Proposal to: E-Mail: DFAS.DSSContracts@dss.mo.gov

**Mail: Missouri Department of Social Services
Division of Finance & Administrative Services-Procurement Unit
615 Howerton Court, P.O. Box 1643
Jefferson City, MO 65109, 65102
Phone #: (573) 751-7036**

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*The undersigned hereby agrees to provide the services and/or items, at the prices stated, pursuant to the requirements of this document and further agrees that when this document is countersigned by an authorized official of the Missouri Department of Social Services, a binding contract shall exist between the contractor and the Department of Social Services. The authorized signer of this document certifies that the contractor (named below) and each of its principals (as defined by 2 CFR 180) are not suspended or debarred by the federal government.*

\_\_\_\_\_  
Authorized Signature for the Bidder

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Bidder Name (Legal Name of Entity)

\_\_\_\_\_  
Date

\_\_\_\_\_  
IRS Form 1099 Mailing Address (Address of Record)

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Taxpayer Identification Number (TIN)

\_\_\_\_\_  
Department Vendor Number (DVN) *If known*

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

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

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

**Notice of Award (State Use Only):**

This contract is accepted by the Department of Social Services as follows:

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

\_\_\_\_\_  
Date

**Contract #:**

**Department Vendor Number (DVN):**

## **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 virtual learning capabilities for children under the age of thirteen (13) (or age thirteen [13] with a special need) in child care facilities, as set forth herein.
- 1.2 The Department contracts for this IFB under the authority of a Special Delegation of Authority (SDA534) issued to the Department by the State Office of Administration.
- 1.3 Informational Webinar: The Department of Social Services will host a webinar on Thursday, February 11, 2021 at 2:15 PM, Central Time to discuss the Child Care Virtual Learning opportunity and offer small business development assistance through the University of Missouri Extension. More information regarding the webinar can be found at <https://dss.mo.gov/covid-19/>.
- 1.4 The mission of the Missouri Department of Social Services is to “Empower Missourians to live safe, healthy, and productive lives”.
- 1.5 Virtual learning occurs when children are unable to physically attend school, but are still required to complete assignments. The Department desires to make virtual learning available at child care facilities, so school aged children are able to virtually learn, and so that parents can work or go to training.
- 1.6 Child care is an essential industry for parents, businesses, and the economy. The purpose of the IFB is to set forth the terms and conditions to fund virtual learning capabilities in child care facilities.
- 1.7 Implementing virtual learning capabilities will allow child care options for parents who are working or continuing their own education; give child care providers the ability to buy supplies to create virtual learning spaces; allow parents to focus on work and training; and provide relief for households with multiple virtual learners.
- 1.8 Child care virtual learning supports the Department’s goals of supporting and strengthening child care access to families.
- 1.9 The Department will invest up to \$25,000 in allowable expenses as defined herein, per licensed and license-exempt child care facility, as defined in Section 210.211, RSMo, or registered child care provider who has a current certificate of registration as defined in 13 CSR 32-070(4).
- 1.10 The contract period shall be from the Date of Award through June 30, 2021.

## **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/or otherwise participate in, orientation, planning and other meetings with the Department, as required.

### **2.3 Correspondence**

- 2.3.1 Electronic mail (e-mail) may be used to transmit contract documents and other correspondence from the Department to the contractor. It shall be the responsibility of the contractor to ensure the timely review and response to e-mailed documents.

### **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) and INA Section 274A.

- 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 of the total amount due to the contractor.
- b. The contractor shall agree to 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 Exhibit 1, 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 Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

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

## 2.5 **Subcontractors**

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

- a. The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo and
- b. Shall not henceforth be in such violation, and
- c. The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

## 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 and any subcontractors are 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 Exhibit 2, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, prior to award of contract.

## 2.7 **Registration of Business Name**

2.7.1 The contractor must complete and submit Exhibit 3, Registration of Business Name (if applicable) 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 Prior to award of the contract, the contractor must complete Exhibit #4, Anti-Discrimination Against Israel Act Certification, and affirmatively declare either that the contractor is: not a company (a non-company); is a company with fewer than ten employees; or is a company with ten or more employees and will comply with the requirements of Section 34.600, RSMo.
- 2.8.3 If the contractor meets the definition of a company as defined in section 34.600, RSMo, and the company's employees increase 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 #4, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.
- 2.8.4 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 submit to the Department a completed Box C of the Exhibit #4, Anti-Discrimination against Israel Act Certification, and shall comply with the requirements of Box C.

## **3 Specific Performance Requirements**

### **3.1 Contractor Requirements**

- 3.1.1 The contractor shall provide virtual school opportunities for children under the age of thirteen (13) (or age thirteen [13] with a special need as defined in 13 CSR 35-32.050) who are unable to physically attend school, but are still required to complete assignments.
- 3.1.2 The contractor's virtual learning space must be dedicated to virtual learning. The contractor shall not mix virtual learning space with other child care operations.
- 3.1.3 Contractor's services must not exceed \$25,000 for the contract period.
- 3.1.4 The contractor shall provide virtual learning opportunities in accordance with a final approved Virtual Grant Proposal (Attachment A), Child Care Virtual Budget Form (Attachment B), and Child Care Virtual Budget Narrative (Attachment C).
- 3.1.5 Contract award shall not indicate approval of Virtual Grant Proposal (Attachment A), Child Care Virtual Budget Form (Attachment B), and Child Care Virtual Budget Narrative (Attachment C) submitted with the contractor's bid.
- 3.1.6 Upon contract award, the contractor shall work with the Department to finalize the Virtual Grant Proposal (Attachment A), Child Care Virtual Budget Form (Attachment B), and Child Care Virtual Budget Narrative (Attachment C) and obtain Department approval.
- 3.1.7 The contractor must provide documentation for reimbursement of allowable expenditures listed under 3.3, to include but not be limited to the following:
  - a. Photographs of the learning space (before and after);
  - b. Receipts for expenditures (any allowable expenditures as described herein); and
  - c. Other documentation as requested by the Department.
- 3.1.8 The contractor shall utilize the virtual learning space and resources for school-aged children first. Any remaining space and resources may be for younger children, and children who are in care before and after school.

### **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 and/or outcomes; and
- d. Increase or decrease funding 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.

### 3.3 Allowable Expenditures

3.3.1 The contractor's approved Child Care Virtual Budget Form (Attachment B), and Child Care Virtual Budget Narrative (Attachment C) must contain the items requested for reimbursement. All costs must be directly related to the school aged children virtually learning. If certain items are going to be used for other portions of the facility through June 30, 2021, they shall not be charged to this contract. Allowable expenditures shall include the following:

- a. School supplies;
- b. Laptops, computers, tablets;
- c. Power Banks;
- d. Wi-Fi availability;
- e. Desk, tables, chairs, or alternative seating space;
- f. Plexiglass dividers and other forms of Personal Protective Equipment (PPE);
- g. Rent/Leases through May 31, 2021 for new locations to expand operations for school aged children who are virtually learning;
- h. Additional costs for insurance, or licenses;
- i. Staff costs if unable to assist students within current ratios (i.e. must assist students in a 1:4 ratio instead of 1:16 as they are different grade levels and/or need assistance with assignments); and
- j. Other items as approved by the Department.

### 3.4 Unallowable Expenditures

3.4.1 The contractor may not utilize funding for the following:

- a. Purchase or improvement of land;
- b. Purchase, construction, or improvement of any building or facility; and
- c. Costs not associated with virtual learning.

## 4 **General Contractual Requirements**

### 4.1 **General:**

4.1.1 The contract shall consist of the Invitation for Bid (IFB) and any amendments 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 state.

- 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, Termination and Renewal:**
- 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 and/or supplementation, shall be accomplished by a formal, written contract amendment. Oral agreements or agreements confirmed by e-mail or otherwise to modify the contract shall not be enforceable.
- 4.2.3 The Department shall have the right, at its sole option, to renew the contract by written notice to the contractor. In the event the Department exercises its renewal option, all terms, conditions and provisions of the original contract and any subsequent amendments shall remain in effect and shall apply during the renewal period.
- 4.2.4 Either party, with or without cause, may terminate the contract by giving thirty (30) days advance written notice to the other party. The termination shall be effective thirty (30) 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 thirty (30) day period, if applicable.
- 4.2.5 **Breach:** 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. At its sole discretion, the Department may give the contractor an opportunity to cure the breach.
- c. The Department shall not pay for services rendered or goods provided after the termination of the contract.
- 4.2.6 Any written notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, electronic mail, or otherwise delivered to an authorized employee of the contractor or the contractor's address of record.
- a. The contractor shall notify the Department within ten (10) business days of any change to the contractor's address of records and/or mailing address.
- 4.2.7 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.

#### 4.3 **Subcontracting:**

- 4.3.1 The Department reserves the right to approve any subcontractor utilized by the contractor for the services/products required herein. The Department, at its sole discretion, may require such approval prior to the utilization of any subcontractor. In the event the Department requires prior approval to subcontract, the contractor shall provide notification of its intent to subcontract within the timeframe specified by the Department.
- 4.3.2 The utilization of a sub-contractor shall in no way relieve the contractor of the responsibility for providing the services required herein.
- 4.3.3 Any subcontracts for the services/products described herein shall be in writing and shall include any and all provisions and contractual obligations, including all requirements of the contract's General Contractual Requirements, that are necessary to ensure the successful fulfillment of all obligations under the contract that are performed by a subcontractor.
- 4.3.4 Any subcontracts must ensure that the Department and the State of Missouri is indemnified, saved and, held harmless from and against all claims of damage, loss, and costs (including attorney fees and litigation expenses) of any kind related to a subcontract in those matters described in the contract between the Department and the contractor.
- 4.3.5 The contractor shall be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.

#### 4.4 **Conflict of Interest:**

- 4.4.1 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. Such notification shall be submitted to the Department in writing within seven (7) business days after the conflict or appearance of a conflict is discovered.
  - 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; or
    - 2) Directing the contractor to implement a corrective action plan within a specified time frame to mitigate, remedy and/or eliminate the circumstances which constitute the conflict of interest or appearance of conflict of interest; or
    - 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.
- 4.4.2 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.

4.4.3 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 the contractor shall obtain approval from the Director of the Department.

4.4.4 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.

4.4.5 No monies provided by the Department under this contract shall be used to promote or further nepotism.

4.4.6 The contractor shall not represent itself, its employees, or its subcontractor's, as employees of the Department or the State of Missouri.

4.5 **Business Compliance:**

4.5.1 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.

4.5.2 The contractor shall have and maintain current and in good standing, all licenses and/or certifications which 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) and/or certification(s) 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 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.

4.5.3 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.

4.5.4 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.

4.6 **Personnel and Staffing:**

4.6.1 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.

4.6.2 The contract is predicated, in part, on the utilization of the specific resources, individuals and/or personnel qualifications as identified and/or described in the contractor's proposal/bid, when applicable, or in the contractual requirements stated herein. Therefore, the contractor shall only utilize personnel and/or 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.



4.6.3 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.

4.7 **Federal Funds Requirements:**

4.7.1 The contract may involve the expenditure of federal funds. Therefore, for any federal funds used, the contractor shall comply with the requirements listed in the following subparagraphs, as applicable.

4.7.2 In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money without the prior approval of the Department. Any statements, press releases, and other documents issued with Department approval must clearly state the following, as provided by the Department:

- a. the percentage of the total costs of the program or project which will be financed with Federal money;
- b. the dollar amount of Federal funds for the project or program; and
- c. the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

4.7.3 The contractor shall comply with all requirements of 31 U.S.C. § 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under the contract shall be used to pay the salary or expenses of the contractor, or agent acting for the contractor, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The contractor shall submit to the Department, when applicable, Disclosure of Lobbying Activities reporting forms.

4.7.4 In the event Federal funding for the contract becomes unavailable or interrupted, the contractor shall, upon written notification from the Department, suspend work activities and incur no further costs under the contract, until the Department notifies the contractor, in writing, that funding has been restored and work activities may resume.

4.8 **Financial Requirements:**

4.8.1 Availability of funding for this contract shall be determined solely by the Department and such determination shall be final and without recourse by the contractor.

4.8.2 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.

- 4.8.3 Payments due under the terms of the contract shall be made by the Department 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.

4.9 **Contractor Liability:**

- 4.9.1 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.
- 4.9.2 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.

4.10 **Insurance:**

- 4.10.1 The Department and the State of Missouri is and shall not be required to save and hold harmless and/or indemnify the contractor, its employees, agents or subcontractors against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor shall acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its clients, its employees and the general public against any loss, damage and/or expense related to the contractor's performance under the contract.
- 4.10.2 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.
- 4.10.3 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.
- 4.10.4 Proof of insurance coverage shall be submitted to the Department as requested. Proof of the insurance coverage shall include, but not be limited to, effective dates of coverage, limits of liability, insurers' names, policy numbers, company, etc. Proof of self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable.

4.11 **Human Rights:**

- 4.11.1 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;
- i. Missouri Governor's E.O. #94-03 (excluding article II due to its repeal);
- j. Missouri Governor's E.O. #05-30; and
- k. The requirements of any other federal and state nondiscrimination statutes, regulations and executive orders that may apply to the services provided under the contract.

4.11.2 If the contractor uses any funds of this contract in a subcontract, then the contractor shall require such a subcontractor to comply with the applicable human rights clauses above.

4.11.3 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.

4.11.4 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.

#### 4.12 **Recordkeeping and Reporting Requirements:**

4.12.1 The contractor shall submit itemized reports, records and information at the request of the Department.

4.12.2 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. any and all records necessary for performing a full audit of the contractor's performance under the contract; and
- f. other relevant records.

4.12.3 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.

4.12.4 The contractor shall allow the Department or its authorized representative to inspect and examine the contractor's premises and/or records, which relate to the performance of the contract at any time during the period of the contract and thereafter within the period specified herein for the contractor's retention of records.

4.12.5 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.

4.12.6 The contractor shall retain all records pertaining to the contract for five (5) years after the close of the contract year unless audit questions have arisen or any legal action is contemplated or filed within the five

year (5) limitation and have not been resolved. All records shall be retained until all audit questions and/or legal actions have been resolved. The contractor shall safeguard and keep such records for such additional time as directed by the Department. The obligation of the contractor to retain and produce records shall continue even after the contract expires or is otherwise terminated by either party.

- 4.12.7 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 and/or control of the contractor's organization.
- 4.12.8 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.

#### 4.13 **Confidentiality:**

- 4.13.1 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.
- 4.13.2 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.
- 4.13.3 If required by the Department, the contractor and any required contractor personnel shall sign specific documents regarding confidentiality, security, or other similar documents.
- 4.13.4 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.
- 4.13.5 Family Educational Rights and Privacy Act - The contractor acknowledges virtual learning may result in the disclosure of personally identifiable information from education records protected from disclosure and re-disclosure by the Family Educational Rights and Privacy Act of 1974 (FERPA). The contractor shall comply with FERPA governing access to student educational information and records, as legally required.

#### 4.14 **Property of State:**

- 4.14.1 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.
- 4.14.2 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.

- 4.14.3 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/or authorize other to use, the work/materials for Department and/or State of Missouri purposes.

4.15 **Notification Requirements:**

- 4.15.1 The contractor shall notify the Department within one (1) business day of the death of a Department client receiving services under the contract.
- 4.15.2 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.
- 4.15.3 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/or safety of the client or others, the contractor shall also notify local law enforcement officials.
- 4.15.4 The contractor shall notify the Department within one (1) business day, in writing, if the contractor becomes aware of any circumstances which may render the contractor unable to perform any of its obligations under the contract.
- 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.

4.16 **Miscellaneous:**

- 4.16.1 Unless otherwise specified, the contractor shall be responsible for furnishing all material, labor, facilities, equipment and supplies necessary to perform the services required.
- 4.16.2 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.
- 4.16.3 The contractor shall only utilize such testing, techniques and procedures as are necessary to accomplish the specified service(s).
- 4.16.4 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; and
- 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.
- 4.16.5 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.
- 4.16.6 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.
- 4.16.7 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.
- 4.16.8 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.

#### **4.17 Contract Monitoring/Compliance**

4.17.1 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.

4.17.2 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/or other documentation;
  - 4) Additional, ongoing contract monitoring/oversight by the Department; and/or
  - 5) Requiring the submission and implementation of a corrective action plan.

4.17.3 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 to be taken 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) working 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/or other remedies available to the Department.

#### **5 Payments to the Contractor**

5.1 Contractor shall submit invoice utilizing Attachment D, Child Care Virtual Learning Invoice. Upon receipt and approval of a properly prepared invoice, the Department shall pay the contractor as described herein. With the invoice, contractor shall also submit Attachment E, Child Care Virtual Learning Expenditure Report.

- 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. All Invoices should be submitted by the May 31, 2021.
- e. Invoices must be submitted to:

By E-mail To:

[CD.AskECPS@dss.mo.gov](mailto:CD.AskECPS@dss.mo.gov)

OR

By Mail To:

Department of Social Services

Children's Division Early Childhood and Prevention Services Section

P. O. Box 88

Jefferson City MO 65103

- 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 Child Care Virtual Budget Form (Attachment B), and Child Care Virtual Budget Narrative (Attachment C).
- 5.3 The invoice must include all documentation supporting the expenses (i.e. before and after photographs of the space, receipts of expenditures).
- 5.4 Expenditures must be completed by June 30, 2021
- 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 and/or changes with appropriate notification to the contractor;
  - d. Deduct from an invoice any overpayment made by the Department; and
  - e. Recover from the contractor any funds for which adequate verification and documentation of expenditures, if required, is not maintained.
- 5.8 The Department reserves the right to make payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the agreement, the contractor must register in the State's **MissouriBUYS** system by going to <https://missouribuyss.mo.gov/registration>. All vendors who currently (or in the future) sell products and/or services to the state will be *required* to register their business with the Office of Administration through **MissouriBUYS**.

## **6 Proposal Submission, Evaluation, and Award**

### **6.1 Submission Requirements**

- 6.1.1 The contractor must submit its bid to the Department by close of business on April 30, 2021.
- 6.1.2 The contractor should submit draft Virtual Grant Proposal (Attachment A), Child Care Virtual Budget Form (Attachment B), and Child Care Virtual Budget Narrative (Attachment C).
- 6.1.3 The bid must be submitted to:
  - o Email To: [DSS.DFASContracts@dss.mo.gov](mailto:DSS.DFASContracts@dss.mo.gov), OR

- Mail To:  
Department of Social Services  
Division of Finance and Administrative Services Attention: Procurement  
P O Box 1643  
Jefferson City MO 65102

6.1.4 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](mailto: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 April 30, 2021 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 bidder/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 \_\_\_\_\_ (Bid/SFS/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 bidder/contractor must perform/provide each of the following. The bidder/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](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the bidder's/contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/contractor's name and the MOU signature page completed and signed, at minimum, by the bidder/contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder's/contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

## **Exhibit 1 (continued)**

### **Affidavit of Work Authorization**

The bidder/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.)***

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

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

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

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

\_\_\_\_\_  
Date

## **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 bidder's/contractor's name and the MOU signature page completed and signed by the bidder/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

---

DUNS #

---

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

### **EXHIBIT # 3:**

#### **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.*

|                                                                                                                                        |                            |
|----------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| <b><i>Charter Number (if applicable)</i></b>                                                                                           | <b><i>Company Name</i></b> |
| If exempt from registering with the Missouri Secretary of State indicate the specific exemption which 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](http://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](mailto: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 vendor must therefore certify their current status by completing either Box A, Box B, or Box C on the next page of this Exhibit.

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

**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





# 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 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 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.
- 7.3 In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

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

Attachment A

|                                                                           |
|---------------------------------------------------------------------------|
| <b>Virtual Learning Grant Proposal</b>                                    |
| Primary Contact Name:                                                     |
| Primary Contact Phone Number:                                             |
| Provider Name:                                                            |
| Provider DVN:                                                             |
| Provider's Physical Address:                                              |
| Provider's Email Address:                                                 |
| Provider's Plans for Future Operations:                                   |
| Number of Slots Available for School<br>Aged Children Virtually Learning: |
| Hours and Days of Operation:                                              |
| Plan to Reach out to Families Regarding<br>Virtual Option:                |
| Percentage of Subsidy Children<br>Expected to be Virtual Learners:        |
| Provider Shall Provide a Layout of the<br>Designated Space:               |

***Missouri Department of Social Services  
Children's Division  
School Year 2020-2021 Child Care Budget Form***

|                                                                                                                                                                      |                         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| <b>Provider:</b>                                                                                                                                                     | <b>Contract Number:</b> |
| <b>Budget</b>                                                                                                                                                        |                         |
| Allocation Base (Contract Amount)                                                                                                                                    | \$ -                    |
| <b>Program Costs</b>                                                                                                                                                 |                         |
| Administrative                                                                                                                                                       | \$ -                    |
| Technology                                                                                                                                                           | \$ -                    |
| Supplies                                                                                                                                                             | \$ -                    |
| Other                                                                                                                                                                | \$ -                    |
| <b>Total Program Costs:</b>                                                                                                                                          | \$ -                    |
| <b>TOTAL BUDGET</b>                                                                                                                                                  | \$ -                    |
| <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> |                         |
|                                                                                                                                                                      |                         |
| <b>Signature of Authorized Representative of [Insert Agency Name]</b>                                                                                                | <b>Date</b>             |
|                                                                                                                                                                      |                         |
| <b>Signature of Authorized Representative of [Insert Agency Name]</b>                                                                                                | <b>Date</b>             |

## **Attachment C**

### **School Year 2020 - 2021 Child Care 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.

#### **Program Costs**

❖ **Administrative:**

❖ **Technology:**

❖ **Supplies:**


❖ **Other:**




### Budget Category Definitions

| Line Item             | Definition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Administrative</b> | <ul style="list-style-type: none"> <li>• Staff costs if unable to assist students within current ratios (i.e. must assist students in a 1:4 ratio instead of 1:16 as they are different grade levels and/or need assistance with assignments). List each staff person, or position if you are hiring, and the number of students they will serve. This is not meant to cover the entire cost as subsidy and parent payments cover some of the costs, but it should be the difference between the ratio charge and the new ratio.</li> <li>• This is only for rent/leases through May 31, 2021 for new locations to expand operations for school aged children who are virtually learning. Specify the additional space you will rent/lease.</li> <li>• Additional costs for insurance, or licenses. This is only the costs for new space, or if you can show additional costs for the current space.</li> </ul> |
| <b>Technology</b>     | <ul style="list-style-type: none"> <li>• Indicate the number of laptops, computers, tablets, and power supplies you will use for the virtual learners. This cannot exceed the number of students who will virtually learn. The increased Wi-Fi cost for virtual learning can be included.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Supplies</b>       | <ul style="list-style-type: none"> <li>• Includes costs for school supplies such as pens, pencils, markers, paper, etc. for the virtual learners.</li> <li>• Desk, tables chairs or alternative seating space can be included if you cannot configure your current space and seating to virtual learners.</li> <li>• This can include the personal protective equipment costs through May 31<sup>st</sup> for virtual learning students only. This can include the cost for face masks, gloves, dividers, etc.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Other</b>          | <ul style="list-style-type: none"> <li>• Specify other costs</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

Attachment D

|                                                                                                                                                            |                                                                                                                                                                                                               |                                                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
|                                                                           | <p>BILL TO:</p> <p>Department of Social Services</p> <p>Children's Division</p> <p>PO Box 88</p> <p>Jefferson City, MO 65103-0088</p> <p><a href="mailto:CD.AskECPS@dss.mo.gov">CD.AskECPS@dss.mo.gov</a></p> | <p>PAY TO:</p> <p>Provider Name</p> <p>Address</p> <p>City, State Zip</p> <p>Phone Number</p> <p>Email address</p> |
| REQUEST FOR PAYMENT OF CHILD CARE SCHOOL YEAR 20-21 CONTRACT                                                                                               |                                                                                                                                                                                                               |                                                                                                                    |
| Vendor No. _____                                                                                                                                           | Contract No. _____                                                                                                                                                                                            | Invoice #: _____                                                                                                   |
| Date: _____<br>(current month)                                                                                                                             |                                                                                                                                                                                                               |                                                                                                                    |
| DESCRIPTION                                                                                                                                                |                                                                                                                                                                                                               | Current Period s<br>Expenditure Amount                                                                             |
| Expenses for: <u>Month/Year</u>                                                                                                                            |                                                                                                                                                                                                               | \$ -                                                                                                               |
| TOTAL DUE                                                                                                                                                  |                                                                                                                                                                                                               | \$ -                                                                                                               |
| I hereby certify that this information is true and correct:                                                                                                | I hereby certify that this information is true and correct:                                                                                                                                                   | Monthly Expenditure Report<br>Attached:<br><br><input type="checkbox"/> Yes<br><input type="checkbox"/> No         |
| Preparer's Signature _____ Date _____                                                                                                                      | Authorized Contractor Signature _____ Date _____                                                                                                                                                              |                                                                                                                    |
| <p><i>Note: Monthly Invoice is due at CD - on or by the 30th day of the month.</i></p> <p><i>If invoice is emailed, retain original in your files.</i></p> |                                                                                                                                                                                                               |                                                                                                                    |
| FOR OFFICIAL USE ONLY:                                                                                                                                     |                                                                                                                                                                                                               |                                                                                                                    |
|                                                                                                                                                            |                                                                                                                                                                                                               | Date Stamp                                                                                                         |
| Signature _____ Date _____                                                                                                                                 | Signature _____ Date _____                                                                                                                                                                                    |                                                                                                                    |

Attachment E

|                                                                                                                                                                                                                                                                                                                      |                            |                                                             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-------------------------------------------------------------|
| <div><div><p>Missouri Department of Social Services<br/>Children's Division<br/>P. O. Box 88, Jefferson City, MO 65103-0088<br/>CD.ASKECPS@DSS.MO.GOV<br/>School Year 20 - 21 Child Care Monthly Expenditure Report</p></div></div> |                            |                                                             |
| Provider:                                                                                                                                                                                                                                                                                                            |                            | Month/Year:                                                 |
| BUDGET LINE ITEMS                                                                                                                                                                                                                                                                                                    | BUDGETED                   | CURRENT INVOICING<br>MONTH'S EXPENDITURES                   |
|                                                                                                                                                                                                                                                                                                                      | \$ -                       | \$ -                                                        |
| PROGRAM COSTS                                                                                                                                                                                                                                                                                                        | Budget Amount by Line Item | Current Period's Expenditures                               |
| Administrative                                                                                                                                                                                                                                                                                                       | \$ -                       | \$ -                                                        |
| Technology                                                                                                                                                                                                                                                                                                           | \$ -                       | \$ -                                                        |
| Supplies                                                                                                                                                                                                                                                                                                             | \$ -                       | \$ -                                                        |
| Other:                                                                                                                                                                                                                                                                                                               | \$ -                       | \$ -                                                        |
| Total Program Costs:                                                                                                                                                                                                                                                                                                 | \$ -                       | \$ -                                                        |
| TOTALS                                                                                                                                                                                                                                                                                                               | \$ -                       | \$ -                                                        |
| <p><i>This expenditure report is to be submitted with your agency's monthly billing invoice and is due at CD - by the 30th day of the month.</i><br/><i>Please note: we will no longer accept faxed copies.</i></p>                                                                                                  |                            |                                                             |
| Mail original documents with original signatures to: <div><p>Missouri Department of Social Services<br/>Children's Division<br/>P.O. Box 88<br/>Jefferson City, MO 65103<br/><a href="mailto:CD.ASKECPS@DSS.MO.GOV">CD.ASKECPS@DSS.MO.GOV</a></p></div>                                                              |                            |                                                             |
| I hearby certify that this information is true and correct:                                                                                                                                                                                                                                                          |                            | I hearby certify that this information is true and correct: |
| Preparer's Signature                                                                                                                                                                                                                                                                                                 | Date                       | Authorized Contractor Signature                             |