



**Missouri Department of Social Services
 Division of Finance and Administrative Services,
 Procurement Unit
 Invitation for Bid (IFB) # SDA54824001**

Buyer: Christina Groose
 Phone: 573-751-7558
 E-Mail:
Christina.groose@dss.mo.gov

Title: SkillUP 50/50 Program

Issue Date: November 19, 2024

Contract Period: Date of Signature through December 31, 2025

**Return Bid By: December 19, 2024, by 2:00pm via
 Email: Christina.groose@dss.mo.gov**

Description of Services Required:

The contractor shall provide qualified SkillUP employment and training services for the Department of Social Services, Office of Workforce and Community Initiatives in accordance with the requirements stated herein.

The undersigned hereby agrees to provide the services 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, as defined herein, shall exist between the contractor and the Department of Social Services.

 Authorized Signature

 Date

 Printed Name

 Title

 Bidder Name (Legal Name of Entity)

 Contact Person E-Mail

 Mailing Address (Street or PO Box)

 City, State Zip

 Telephone

 Fax

 Taxpayer Id Number (TIN)

Notice of Award (Department Use Only)

Accepted by the Department of Social Services as follows:

 Authorized Signature for the Department of Social Services

 Date

IFB # SDA54824001: SkillUP 50/50 Program

1 Introduction and General Information:

- 1.1 This document constitutes an Invitation for bids for the purchase of SkillUP 50/50 Program services, as set forth herein.
- 1.2 The Missouri Department of Social Services, Family Support Division (Department) issues contracts for these services under the Special Delegation of Authority (SDA544) Procedures issued to the Department by the Missouri Office of Administration, Division of Purchasing.
- 1.3 This is a non-exclusive contract for the purchase of qualified SkillUP employment and training services for the Department of Social Services, Office of Workforce and Community Initiatives (Department). The Department reserves the right to purchase services awarded under this contract from alternative sources, if deemed to be in the best interest of the Department.
- 1.4 The mission of the Missouri Department of Social Services is “Empower Missourians to live safe, healthy, and productive lives.”
- 1.5 Because the Department needs multiple contractors throughout the state to effectively meet the Department’s demand for the SkillUP 50/50 Program services, the Department reserves the right to add more contractors subsequent to the initial award of contract(s) by conducting separate procurement processes. Qualifying vendors may be added as additional contractors subject to the same considerations identified herein regarding award of this contract.
- 1.6 The contract period shall be from date of award through XXXXX, with three (3) optional renewal periods of one (1) year each.
- 1.7 It is the contractor’s responsibility to ask questions, request changes or clarifications, or otherwise advise the Department if the contractor believes that any language, specifications, or requirements are: (1) ambiguous, (2) contradictory or arbitrary, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the contractor’s ability to submit a bid.
 - a. The contractor and the contractor’s agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all their questions or comments regarding the IFB, the solicitation process, the evaluation to the buyer of record indicated on the first page of this IFB. Inappropriate contacts to other personnel are grounds for suspension or exclusion or both from specific procurements. Contractors and their agents who have questions regarding this matter should contact the buyer.
 - b. Upon the Department’s consideration of questions and issues and if the Department determines that changes are necessary, the resulting changes will be included in a subsequently issued IFB addendum(s); absence of such response indicates that the questions and issues were considered but deemed unnecessary for an IFB addendum. All contractors will be advised of any change to the IFB’s language, specifications, or requirements by a formal addendum to the IFB. There will be no posted written records of the questions/communications (i.e., formal question/answer document).

NOTE: The only official position of the State of Missouri shall be that which is contained in the IFB and any addendums thereto.

- 1.8 **Organization:** This IFB is organized into the following sections:

Section 1: Introduction and General Information

Section 2: General Performance Requirements

Section 3: Specific Performance Requirements

Section 4: General Contractual Requirements

Section 5: Payments to the Contractor

Section 6: Bid Submission, Information and Requirements

Exhibit A: Pricing Page

Exhibit B: SkillUP 50/50 Program Budget and Budget Narrative Form

Exhibit C: Proposal Form

Exhibit 1: Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization

Exhibit 2: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Exhibit 3: Registration of Business Name with the Missouri Secretary of State

Exhibit 4: Anti-Discrimination Against Israel Act Certification

Exhibit 5: Federal Funding Accountability and Transparency Act (FFATA) Data Form

Attachment A: Business Associate Agreement

Attachment B: Federal Funds Subrecipient Requirements

1.9 **Purpose and Background Information:**

1.9.1 The Food and Nutrition Act (the Act) of 2008 states that an Employment and Training (E&T) Program under the Supplemental Nutrition Assistance Program (SNAP) is being implemented in each state with the intention of helping participants achieve self-sufficiency.

1.9.2 The SkillUP program is Missouri's employment and training program, which is required by the United States Department of Agriculture (USDA), Supplemental Nutrition Assistance Program (SNAP) pursuant to Chapter 51 of Title 7, United States Code, and SNAP's Regulations (notably 7 CFR §273.7 Work Provisions).

1.9.3 The purpose of the SkillUP program is to provide SNAP participants opportunities to gain skills, training or experience that will improve their ability to attain employment and decrease their dependency on public assistance programs.

1.9.4 The SkillUP map can be found here:

<https://mydss.mo.gov/food-assistance/missouri-employment-training-program/map>

1.9.5 SkillUP is a match program. The State of Missouri shall not provide any General Revenue (GR) as matching funds. All proposals should include language on how the requestor will provide non-federal match funding to run an employment and training program. Information on how 50/50 reimbursement works through Food and Nutrition Services (FNS) can be found here:

<https://snaptoskills.fns.usda.gov/about-snap-skills/what-is-snap-et>

1.10 The contractor shall provide services on an as needed, if needed basis, as authorized by the Department. The Department makes no guarantee of the number of units purchased under this contract or the amount of dollars expended.

2 **General Performance Requirements:**

2.1 The contractor shall provide services 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 representatives of the Department.

2.2.2 The contractor shall attend and otherwise participate in orientation, planning, and other meetings with the Department, as required.

2.2.3 In the course of providing the services required herein, the contractor shall collaborate with other agencies, resources, and individuals as requested by the Department.

2.3 **Correspondence:**

2.3.1 Within five (5) business days of contract award, the contractor shall provide the Department with the name, address, electronic mail (e-mail) address, and telephone number of the contractor's representative servicing the contract.

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

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

2.4 **Contractor's Personnel:**

- 2.4.1 The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA), P.L. 104-208, 110 Stat. 3009, and INA Section 274A (8 U.S.C. §1324a).
- a. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent (25%) of the total amount due to the contractor.
 - b. The contractor shall fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- 2.4.2 If the contractor meets the definition of a business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program, with respect to the employees hired after enrollment in the program, who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the contractor shall, prior to the performance of any services as a business entity under the contract:
- a. Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;
 - b. Provide to the Department the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; and
 - c. Submit to the Department a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- 2.5 **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,
 - 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 **Affidavit of Work Authorization and Documentation:**
- 2.6.1 Pursuant to section 285.530, RSMo, if the contractor meets the section 285.525, RSMo definition of a "business entity" (<https://revisor.mo.gov/main/OneSection.aspx?section=285.525&bid=14999&hl=>), the contractor must affirm the contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The contractor shall complete applicable portions of the exhibit titled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of the exhibit and any required documentation must be submitted prior to an award of a contract.

2.7 **Debarment Certification:**

- 2.7.1 The contractor certifies by signing the signature page of this original document and any amendment signature page(s) that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs.
- 2.7.2 The contractor must complete and submit the exhibit titled Certification Regarding Debarment prior to award of a contract.

2.8 **Contractor Registration with Secretary of State:**

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

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

- 2.9.1 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.
- 2.9.2 If the contractor meets the definition of a company as defined in section 34.600, RSMo, and the company's employees increases to ten or more during the life of the contract, then the contractor shall submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.
- 2.9.3 If during the life of the contract, the contractor's business status changes to become a company as defined in section 34.600, RSMo, and the company has ten or more employees, then the contractor shall comply with, complete, and submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification.
- 2.9.4 Regardless of company status or number of employees, the contractor must complete and submit the applicable portion of the exhibit titled Anti-Discrimination Against Israel Act Certification. Pursuant to section 34.600, RSMo, if the contractor meets the section 34.600, RSMo, definition of a "company" (<https://revisor.mo.gov/main/OneSection.aspx?section=34.600>) and the contractor has ten or more employees, the contractor must certify in writing that the contractor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, if awarded a contract, for the duration of the contract. The applicable portion of the exhibit must be submitted prior to award of a contract.

2.10 **HIPAA:**

- 2.10.1 The Department is subject to and must comply with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein.
- 2.10.2 The contractor shall be a "Business Associate" of the Department, as defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103, and shall comply with the provisions of the Business Associate Agreement attached hereto as Attachment A.

2.11 **Subrecipient of Federal Funds:**

- 2.11.1 For the purposes of this contract, the contractor has been determined to be a subrecipient of federal funds.
- 2.11.2 The contractor shall comply with the Federal Funds Subrecipient Requirements, attached hereto as Attachment B.
- 2.11.3 As used in Attachment B, the term "subrecipient" shall refer to the contractor and the term "state agency" shall refer to the Department.

3 **Specific Performance Requirements:**

- 3.1.1 The contractor shall provide qualified SkillUP employment and training services for the Department of Social Services, Office of Workforce and Community Initiatives (hereinafter referred to as the state agency), in accordance with the provisions and requirements stated herein and to the sole satisfaction of the state agency. The qualified SkillUP components and requirements can be found in the “SkillUP Provider Handbook” at <https://dss.mo.gov/skillup-provider-portal/docs/SkillUPHandbook.pdf>
- 3.1.2 The contractor shall build a SkillUP Program by matching non-federal resources in allowable components and costs to receive a fifty percent (50%) reimbursement of the non-federal resource investment to increase the employment and training opportunities for SNAP participants for qualified SkillUP components. The reimbursement must be reinvested in the SkillUP program. The contractor shall provide a budget and budget narrative using the provided template in Exhibit B: \SkillUP 50/50 Program Budget and Budget Narrative. Examples of funding sources that may be reimbursed for SkillUP components include:
- a. State, county, or city funds;
 - b. Donations from private firms or non-profits;
 - c. Foundation funds or social venture funds;
 - d. In-kind donations (government entities only); or
 - e. Community Development Block Grants (CDBG).
- 3.1.3 The contractor shall receive a 50% reimbursement in FNS matched funds starting at \$10,000 not to exceed \$1,000,000.
- 3.1.4 The contractor must provide the total amount requested in the SkillUP 50/50 Program Budget and Budget Narrative proposal.
- 3.1.5 The contractor shall work with all the other SkillUP contractors to ensure participants are being served in the closest community to where the participant resides.
- 3.1.6 The contractor shall agree and understand that for purposes of this document, the definitions identified in the “SkillUP Provider Handbook” shall apply.
- 3.1.7 The contractor shall provide all services in a culturally and linguistically competence manner and ensure services are available for participants with limited English proficiency.
- 3.1.8 The contractor shall assist participants by providing access to needed community services and soft skills training (e.g. conflict resolution, resume development, problem solving, following workplace rules, interviewing, etc.) provided by other SkillUP providers, or other providers as requested by the state agency, within the contractor’s local and surrounding communities, assuring there is no duplication of services.
- 3.1.9 The contractor shall make referrals to other community agencies (e.g. community colleges, Community Partnerships, Community Action Agencies, Job Centers, non-profits etc.) to support the participants in the SkillUP program.
- 3.1.10 The contractor shall collaborate with employers in the community to encourage the hiring of graduates of the SkillUP program, as well as help participants succeed in the SkillUP program.
- 3.2 **Implementation Requirements:**
- 3.2.1 Within five (5) business days after the state agency’s authorization to proceed with services, the state agency will identify a state agency liaison to serve as the state agency contact and will provide the

telephone number and email address of the identified liaison to the contractor. The contractor shall report to and follow the state agency liaison's instructions.

3.2.2 The contractor shall designate a program director that shall serve as the contractor's contact and shall be the liaison between the contractor and the state agency. By no later than five (5) business days after notification by the state agency to proceed with services, the contractor shall provide the state agency with the name, address, email address, and telephone number of the contractor's program director.

a. The contractor's program director shall;

1) Oversee all services being provided,

2) Assume responsibility and liability for services performed per the contract, and

3) Serve as the main point of contact with the state agency.

3.2.3 Within five (5) business days after state agency authorization to proceed with services, the contractor shall identify key personnel and provide the state agency with the name, address, e-mail address, and phone number of key personnel.

a. As part of the implementation activities and for the duration of the contract, the contractor shall provide a representative to serve as the state agency contact. By no later than five (5) working days after state agency authorization to proceed with services, the contractor shall provide the state agency with the names, addresses, e-mail address, and phone numbers of the contractor's primary administrator.

3.2.4 Within thirty (30) calendar days after state agency authorization to proceed with services, the contractor shall meet with state agency staff. The meeting subject and participants shall be specific to the geographical area being discussed, mutually agreed upon.

3.2.5 Within ninety (90) calendar days of state agency authorization to proceed with services the contractor shall be fully operational, which shall include, but not limited to, providing the required personnel, completion of all necessary functions, actions, set-up etc. necessary for successful business operation, and full implementation of all required services pursuant to the requirements of this document.

3.3 **Contractor and Personnel Requirements:**

3.3.1 The contractor shall attend and participate in trainings including, but not limited to, monthly conference calls, virtual meetings, webinars, and regional roundtables as required by the state agency.

3.3.2 The contractor shall be a provider of employment and training services, or a provider of wrap-around supportive services for education and training participants.

3.3.3 The contractor shall work with the state agency to receive appropriate training for the contractor's personnel providing the services required herein.

3.3.4 The contractor must provide personnel that are trained to work with participants who receive public assistance.

3.3.5 The contractor must ensure that the contractor's personnel complete the state agency required SkillUP Training, as referenced in page 5 of the "SkillUP Provider Handbook", each contract period.

(<https://dss.mo.gov/employment-training-provider-portal/docs/mo-jobs-system-confidentiality-and-information-security-plan.pdf>)

a. The contractor must ensure that the contractor's personnel sign the Confidential Information User Attestation Form (<https://dss.mo.gov/employment-training-provider-portal/docs/mo-jobs-confidentiality-attestation.pdf>) after completing the state agency required SkillUP Training then email the forms to FSD.WIT.CIU.Training@dss.mo.gov.

3.4 **SkillUP Program Requirements:**

3.4.1 The contractor's SkillUP Program shall include the following three (3) primary goals:

- a. Collaboration with state agencies to enhance employment and training programs for low-income participants to gain skills for better jobs;
 - b. Meet employers' needs for a skilled workforce to ensure businesses stay and grow in Missouri and
 - c. Use non-federal funds to match federal funds for employment and training programs.
- 3.4.2 The contractor shall provide employment and training programs in accordance with the "SkillUP Provider Handbook" that include the following:
- a. Basic skills training;
 - b. English language learning;
 - c. Vocational training; and
 - d. Post-secondary education.
- 3.4.3 The contractor shall refer potential participants reflected in the Office of Workforce Development's (OWD) case management system; known as MoJobs, as either an "Able Bodied Adult without Dependents (ABAWD)" or "volunteer" to the state agency. In addition, the contractor shall provide services to all participants referred to the contractor by the state agency.
- a. ABAWD shall be defined as an eighteen (18) to fifty-four (54) year old SNAP benefit participant who:
 - 1) Does not have a child(ren) in the household under age eighteen (18); or
 - 2) Is not disabled, pregnant, or required to care for an ill or incapacitated household member full-time.
 - b. Volunteer shall be defined as a SNAP participant who is not an ABAWD who elects to participate in the SkillUP program.
- 3.4.4 The contractor shall assess participants for employment history, education, support system, and basic skills and develop an Individual Employment Plan (IEP) for each of the SkillUP program participants within thirty (30) days of authorization to proceed with services from the state agency. The contractor shall collaborate with the participant for the development of their IEP. The IEP shall be a written plan of the participant's long- and short-term goals, including the goal of self-sufficiency and obtaining gainful employment, and shall clearly connect the services to be provided to each participant with the outcomes to be achieved.
- 3.4.5 The contractor shall identify and develop participant outcomes that the contractor shall use to measure the success of the contractor's employment and training program, such as certificates earned, courses or trainings completed.
- 3.4.6 The contractor shall pair non-staff assisted job search qualified SkillUP components with other qualified SkillUP components as outlined in the "SkillUP Provider Handbook" and based on the participant's IEP and the participant's needs.
- 3.4.7 In coordination with the participant, the contractor shall place assessed participants in a qualifying SkillUP component that is appropriate for the participant's skill level, experience, career goals, and the participant's IEP.
- a. The contractor may engage participants in one or more qualifying SkillUP components at a time.

- b. The contractor shall agree and understand that participants can only be in qualified SkillUP components while active as an ABAWD or volunteer. The contractor shall document each participant's qualified SkillUP components in OWD's case management system. For example, the contractor shall document the participant's progress of completing qualified SkillUP components, as outlined in the SkillUP Provider Handbook.

3.4.8 The contractor shall discuss the benefits of self-sufficiency with participants.

3.4.9 The contractor shall provide case management to each participant, which includes motivation of the participants, coordination of services, assessment of barriers, and tasks to overcome such barriers.

3.4.10 Within forty-eight (48) hours of receipt of verification that the participant has completed the employment and training activities, the contractor shall submit the verification to the state agency.

3.4.11 The contractor shall place all participants in employment training program components as outlined in the SkillUP Provider Handbook.

3.4.12 The contractor shall work with employers to market and promote the participant's abilities who are qualified to gain employment.

3.4.13 The contractor shall not identify the participants who are SNAP participants when placing the participants with employers.

3.5 **Contractor Requirements:**

3.5.1 The contractor shall establish safeguards that prohibit the contractor's personnel from using their positions for a purpose that constitutes or presents the appearance of personal organizational conflict of interest or personal gain. The contractor must provide written disclosure to the state agency of any potential conflict of interest by the contractor's personnel.

3.5.2 The contractor shall track participants' performance measures through OWD's case management system. The contractor and the state agency shall meet periodically to evaluate participant services and enrollment.

- a. The state agency anticipates using teleconference methods as much as possible for the evaluation of participant services and enrollment. However, the state agency anticipates at least one (1) face-to-face meeting in Jefferson City, Missouri and one (1) face-to-face meeting at the contractor's location for the evaluation of participant services and enrollment.

3.5.3 The contractor shall document interactions with and about the participant in the OWD case management system and comply with all confidentiality requirements in participants' case notes.

3.5.4 Upon request by the state agency, the contractor shall collaborate with other agencies, resources, and participants as needed to ensure a participant's success in a qualified SkillUP component.

3.5.5 The contractor shall email the state agency with any success stories obtained from participants, the media, businesses, or other sources.

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

3.5.7 All discussions with the contractor and all information gained by the contractor pertaining to the SkillUP participants served under the contract shall be confidential, to the extent required by law.

- 3.5.8 The contractor and the contractor's personnel shall sign the OWD confidentiality agreement and submit such to the state agency immediately after the state agency authorizes the contractor to proceed with services.
- 3.5.9 Information contained in OWD's case management system is strictly confidential. Unauthorized access to or disclosure of this information may be a criminal offense and may be subject to significant civil and criminal liability.
- a. The contractor shall only have access to State systems for the limited purpose of performing the contractor's duties under the contract. The contractor, its officers, employees, agents, and subcontractors shall not access, make inquiry, or update information in the State's automated systems for any purpose other than to perform contractor's duties under the contract. The contractor, its officers, employees, agents, and subcontractors shall not access any records or other information that are not strictly required for the performance of the services herein. Only individuals specifically authorized through the state agency security access process may access the State's automated systems. Such access is strictly limited to work related activities and inquiries. Any access to the system or data in the system, and inquiries outside of work-related activities shall be considered an unauthorized use or access to confidential information and shall be a material breach of contract subject to remedies specified herein.
 - b. The contractor shall have written policies in place governing the confidentiality and security of access to information contained in the State systems. The policies shall be in writing and shall be approved by the state agency within thirty (30) days after the state agency's authorization to proceed with services. Any changes in the policies shall be in writing and shall not be implemented until approved by the state agency.
 - c. The contractor shall make certain that all of its employees, officers, agents, and subcontractors are trained on this policy. The contractor shall document such training and that documentation shall be made available to the state agency upon request.
 - d. The contractor shall within the same business day as the contractor is aware of the unauthorized use notify the state agency in the event there is any unauthorized use or access to confidential information in the State systems. The contractor shall take immediate action to remedy the breach and shall take any action to remedy the breach that may be required by the state agency. The contractor shall also immediately notify the state agency of any viruses or other computer security concerns with the contractor's information systems that may impact the security of the State systems.
 - e. The contractor shall pay, indemnify, and hold the state agency and the State of Missouri harmless from any damages that may be caused by the unauthorized disclosure or unauthorized use of information accessed under the contract. This includes, but is not limited to, civil penalties, breach remediation costs, court costs and attorney fees incurred by or charged to the state agency or the State of Missouri as the result of such act or omission by the contractor, its officers, employees, agents, subcontractors, or volunteers.

3.6 **Reporting and Recordkeeping:**

- 3.6.1 After the state agency authorizes the contractor to proceed with services, the state agency will provide the contractor with a sample self-monitoring document and train the contractor on how to perform the self-monitoring of the contractor's services. Upon request by the state agency, the contractor shall submit a written monitoring report with a summary of the findings from the contractor's self-monitoring.
- a. The contractor shall submit a written corrective action plan to the state agency for any findings in which the contractor is not meeting the program requirements, and recommendations in the monitoring report as directed by the state agency and outlined in the "SkillUP Provider Handbook".

- 3.6.2 The contractor shall agree and understand that the SkillUP program is ultimately reviewed and monitored by USDA, FNS. The contractor shall track qualified SkillUP components and follow reporting procedures as outlined in the SkillUP Provider Handbook.
- 3.6.3 The contractor shall submit a report monthly regarding outreach efforts, participant enrollments, training, and employment to SkillUP.Missouri@dss.mo.gov.
- 3.6.4 The contractor shall agree and understand that if at any time the USDA, FNS requires new reporting requirements, the OWD will follow the state agency's guidelines and provide the reports to the state agency.
- 3.6.5 The contractor shall agree and understand that the information required by the State and Federal governments may change rapidly, thus requiring changes in reporting requirements specified herein. In the event of such, the contractor shall be notified of the change in the reporting requirements in the form of a contract amendment issued by the Division of Purchasing.
- 3.6.6 The contractor shall maintain compliance with all aspects of the data tracking for SNAP funding requirements as required in the SkillUP Provider Handbook.
- 3.7 **Automated Systems:**
- 3.7.1 The contractor shall enter and maintain all required registration activities in the state agency designated automated system(s) called MoJobs which is owned and administered by the Missouri Department of Higher Education and Workforce Development (DHEWD), Office of Workforce Development (OWD), and which is referred to as the "state agency's" automated system.
- 3.7.3 The contractor shall provide a secure area to house the contractor's equipment connected to the state agency's automated system(s), to which only the contractor's personnel given security clearance to the electronic system(s) have access.
- 3.7.4 The contractor shall complete all security forms provided by the state agency for access to the state agency electronic systems.
- 3.7.5 The state agency has the right to revoke the contractor's access to the network at any time and without notice if the state agency determines that the contractor is not in compliance with the contract. The state agency may restore the contractor's access to the network at state agency's discretion if the state agency is satisfied that the contractor is in full compliance with the contract.
- 3.7.6 The contractor shall be responsible for procurement and maintenance of all site preparations, electrical wiring, telecommunication lines, hardware and software to connect the contractor's facility to the state agency's network, internet service provider, any new or upgraded hardware and software on the state agency's premises required to make the network interfaces function properly, and any hardware and software required to perform the services required herein, except where specified otherwise.
- 3.7.7 All communications software and connectivity options utilized must encrypt all communications. All data at rest must also be encrypted.
- 3.7.8. All devices used by the contractor that are used for state agency activities and contain confidential case specific data shall adhere to current Administrative Policy ITPS-001, entitled Laptop Encryption, which can be found at <http://oa.mo.gov/co/policies/ITPS-001.pdf>. The state agency and the Office of Administration reserve the right to change this policy at any time and the contractor shall promptly comply with any amendments thereto. This policy establishes requirements to encrypt the hard drive on state owned laptop/notebook computers that contain information of which the unauthorized access to or release of, would place the citizens of the state at undo risk. The State of Missouri utilizes software called McAfee Endpoint Encryption, (also known as SafeBoot) to encrypt the hard drive so all data is secured from

unauthorized access. The contractor shall use McAfee Endpoint Encryption or equivalent software approved by the state agency, to ensure that confidential data shall be secure on all laptops.

- 3.7.9 The contractor shall ensure the security of all mobile storage devices and all mobile communication devices such as tablets, iPads, iPhones, etc., used by its employees and subcontractors for state agency activities which contain confidential data. This list is not meant to be exhaustive, but merely illustrative of the types of devices contemplated by this provision. Regarding these mobile communication devices, the contractor shall use AirWatch encryption software, or equivalent encryption software acceptable to the state agency, to ensure that confidential data shall be secure on all mobile communication devices. Failure to comply with this provision may, at the discretion of the state agency, result in cancellation of the contract.

4 General Contractual Requirements

- 4.1.1 The contract shall consist of the Invitation for Bid (IFB) and any amendments, attachments and exhibits thereto; the bid submitted by the contractor in response to the IFB, as accepted by the Department; and any subsequent amendments to the awarded contract.
- 4.1.2 This contract shall be construed according to the laws of the State of Missouri. The contract governs the terms and conditions of the contracted services provided by the contractor. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, such provision(s) shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the Department.
- a. The agreement will be read and enforced as though every provision of law and clause required by law to be inserted herein were included. If any such provision is not inserted, then upon the notification of either party the agreement will be amended to make such correction.
- 4.1.3 The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- 4.1.4 The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- 4.1.5 The contractor certifies that the contractor and each of its principals (owners, director and others as defined by 2 CFR Part 180) are not suspended or debarred from contracting with the federal government. In the event the contractor or any of its principals become suspended or debarred during the contract period, the contractor shall immediately send written notification to the Department.
- a. Suspension or debarment of the contractor, or failure by the contractor to provide written notification of suspension or debarment to the Department, may result in immediate termination of the contract.
- 4.1.6 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Department.
- 4.1.7 As authorized under sections 432.230 and 432.255 RSMo, the use of electronic signatures shall be permitted for contract documents. Additionally, contract documents maintained in electronic format shall be considered the official, legal record and shall have the same force and effect, as would a paper document.

4.2 Amendment, Renewal and Termination:

- 4.2.1 The contract shall not bind, nor purport to bind, the Department for any commitment in excess of the original contract period.
- 4.2.2 Any change to the contract, whether by modification or supplementation, shall be accomplished by a formal, written contract amendment. Oral agreements or agreements confirmed by e-mail or otherwise to modify the contract shall not be enforceable.
- 4.2.3 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 60 calendar days advance written

notice to the other party. The termination shall be effective 60 calendar days from the date of notice or the date specified in the notice. The Department reserves the right to withdraw any or all of its clients before the end of the 60 calendar day period, if applicable.

- 4.2.5 At its sole discretion, the Department may give the contractor an opportunity to cure the breach. Any opportunity to cure the breach will be provided to the contractor in writing.
- 4.2.6 The Department may terminate the contract for breach of contract by providing the contractor with written notice of termination.
 - a. The termination shall become effective on the date specified in the notice.
 - b. The Department shall not pay for services rendered or goods provided after the termination of the contract.
- 4.2.7 The Department shall deem any written notice to the contractor sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, electronic mail (e-mail), or otherwise delivered to an authorized employee of the contractor or the contractor's address of record.
 - a. The contractor shall notify the Department within ten (10) business days of any change to the contractor's address of record or mailing address, or both.
- 4.2.8 In the event of termination all client records, documentation, data, reports, supplies, equipment and accomplishments prepared, furnished, acquired or developed by the contractor, as a direct requirement specified in the contract, shall become the property of the Department.
 - a. Upon termination of the contract, the contractor shall maintain, store, transfer, dispose and provide for the authorized release of all client records, documentation, data, reports, supplies, equipment and accomplishments developed by the contractor as a requirement of the contract, as directed by the Department. The contractor shall not destroy or dispose of any such records, documentation, data, reports, supplies, equipment and accomplishments without the prior, written permission of the Department.
 - b. Upon termination of the contract, the Department shall have access to all client records pertaining to the performance of the contract. As requested by the Department, the contractor shall make available to the Department all client records and documents prepared or developed as a result of the contract.
- 4.2.9 Upon expiration, termination, or cancellation of the contract, the contractor shall assist the Department to ensure an orderly transfer of responsibility, or the continuity of those services required under the terms of the contract to an individual or organization designated by the Department, if requested in writing. The contractor shall provide or perform any or all of the following responsibilities:
 - a. The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the Department or to the Department's designee within seven calendar (7) days after receipt of the written request.
 - b. If requested by the Department through a formal amendment to the contract, the contractor shall continue to provide any part or all of the services. The contractor shall provide the services in accordance with the terms and conditions, requirements, and specifications of the contract. The contractor shall provide the services for a period not to exceed 30 calendar days after the expiration, termination, or cancellation date of the contract. The contractor shall provide the services for a price not to exceed those prices set forth in the contract,
 - c. The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the Department, in order to ensure the completion of such service prior to the expiration of the contract.

4.3 **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 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. The contractor shall submit such notification to the Department in writing within seven (7) business days after the contractor discovers a conflict or appearance of a conflict.
 - c. In the event that the Department determines that a conflict or an appearance of a conflict exists, the Department may take any action that the Department determines is necessary to mitigate or eliminate the conflict or appearance of a conflict. Such actions may include, but are not limited to:
 - 1) Exercising any or all of the Department's rights and remedies under the contract, up to and including terminating the contract with or without cause;
 - 2) Directing the contractor to implement a corrective action plan within a specified time frame to mitigate, remedy or eliminate the circumstances which constitute the conflict of interest or appearance of conflict of interest; or
 - 3) Taking any other action that the Department determines is necessary and appropriate to ensure the integrity of the contractual relationship and the public interest.
- 4.4.2 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 approval shall be obtained 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 certifications that are required by law, rule, or regulation for the duration of the contract.

- a. The contractor shall notify the Department if the contractor's license(s) or certification(s), or both have or may be terminated, revoked, modified, or qualified within seven (7) business days.
- b. The contractor shall notify the Department, within seven (7) business days, if the contractor becomes aware that the contractor or its agents, officers or employees are under any investigation. Under investigation shall mean by law enforcement, governmental agency, or other entity with authority to investigate, revoke, suspend or take action against any license or certification that the contractor, its agent's 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 personnel qualifications as identified and described in the contractor's proposal/bid, when applicable, or in the contractual requirements stated herein. Therefore, the contractor shall only utilize personnel and individuals in the performance of this contract who meet specific qualifications required for services to be provided.

- a. No substitution of personnel shall be made by the contractor without written approval of the Department and such substitutions made pursuant to this paragraph shall be equal to or better than those originally proposed, offered, identified, or required.

4.6.3 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 and Applicable Laws and Regulations:**

4.7.1 Non-Discrimination - The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:

- a. 45 CFR Part 92 -- Nondiscrimination on the Basis of Race, Color, National Origin, Sex, Age, or Disability in Health Programs or Activities Receiving Federal Financial Assistance and Programs or Activities Administered by the Department of Health and Human Services Under Title I of the Patient Protection and Affordable Care Act or by Entities Established Under Such Title;
- b. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and

activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;

- c. Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. Section 206 (d));
 - d. 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;
 - e. 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;
 - f. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
 - g. Equal Employment Opportunity – E.O. 11246, “Equal Employment Opportunity”, as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity”;
 - h. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
 - i. Missouri Governor’s E.O. #05-30; and
 - j. The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders that may apply to the services provided via the contract.
- 4.7.2 The contractor shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156) and 2 CFR Part 200, subpart F, including subsequent amendments or revisions.
- a. A copy of any audit report shall be sent to the Department each contract year if applicable. The contractor shall return to the Department any funds disallowed in an audit of the contract.
 - b. In the event federal funds are not utilized for contract, the contractor shall provide to the Department a copy of its annual report or statement on compliance and on internal control prepared by its external, independent public accounting firm.
 - c. If the contractor is a sub-recipient as defined in 2 CFR Part 200, subpart F the contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the contractor through the contract.
- 4.7.3 Cost Principles:
- a. 2 CFR 225 – State, Local and Indian Tribal Governments;
 - b. 2 CFR 230 – Non-Profit Organizations;
 - c. 2 CFR 220 -- Educational Institutions;
 - d. 48 CFR 31.2 – For-Profit Organizations; and
 - e. 45 CFR 74 Appendix E – Hospitals.
- 4.7.4 Steven’s Amendment – 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 funds unless the prior approval of the Department is obtained. Any statement, press release, or other document describing projects or programs funded with federal funds shall clearly state the following as provided by the Department:
- a. The percentage of the total costs of the program or project that will be financed with Federal funds;
 - 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.
- 4.7.5 The contractor shall comply with 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 comply with all requirements of 31 U.S.C. 1352, which is incorporated herein as if fully set forth. The contractor shall submit to the Department, when applicable, Disclosure of Lobbying Activities reporting forms.
- 4.7.6 The contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081), which prohibits smoking

within any portion of any indoor facility used for the provision of services for children as defined by the Act.

- 4.7.7 The contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 4.7.8 The contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
- 4.7.9 The contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement:
(<https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>)
- 4.7.10 The contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104), as amended.
- 4.7.11 The contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations. The contractor shall report any conviction of the contractor's personnel under a criminal drug statute for violations occurring on the contractor's premises or off the contractor's premises while conducting official business. A report of a conviction shall be made to the Department within five (5) working days after the conviction.
- 4.7.12 Contractor Whistleblower Protections:
- a. The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
 - b. The contractor's employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
 - c. The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.
- 4.8 **Financial Requirements:**
- 4.8.1 The Department shall determine the availability of funding for this contract. The Department determination shall be final and without recourse by the contractor.
- 4.8.2 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 The Department shall make payments due under the terms of the contract upon receipt and approval of a

properly itemized invoice, as set forth herein.

- a. The contractor shall submit invoices in accordance with the requirements stated in the contract and no later than the time period specified in § 33.120 RSMo, unless more restrictive requirements are established by state or federal law or regulation.
- b. The contractor shall not invoice federal or state tax.

4.9 **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 shall not be required to save and hold harmless and indemnify the contractor, its employees, agents or subcontractors against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor shall acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its clients, its employees and the public against any loss, damage and expense related to the contractor's performance under the contract.

4.10.2 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 The contractor shall submit proof of insurance coverage to the Department as requested. Proof of insurance coverage shall include, but not be limited to, effective dates of coverage, limits of liability, insurers' names, policy numbers, company, etc. The contractor may use proof of self-insurance coverage or another alternative risk financing mechanism if such coverage is verifiable and irrevocably reliable.

4.11 **Recordkeeping and Reporting Requirements:**

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

4.11.2 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, including progress notes;
- e. all records necessary for performing a full audit of the contractor's performance under the contract; and
- f. other relevant records.

4.11.3 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.

- 4.11.4 The contractor shall allow the Department or its authorized representative to inspect and examine the contractor's premises or records, or both, which relate to the performance of the contract at any time during the period of the contract and thereafter within the period specified herein for the contractor's retention of records.
- 4.11.5 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.
- 4.11.6 The contractor shall permit governmental auditors and authorized representatives of the State of Missouri to have access, for the purpose of audit or examination, of all of the books, documents, papers, and records of the contractor's recording receipts and disbursements of any of the funds made available to the contractor relating to the operation of this contract for the Department at any reasonable time.
- a. The contractor shall retain all records pertaining to the contract for five (5) years after the close of the contract year unless audit questions have arisen or any legal action is contemplated or filed within the five year (5) limitation and have not been resolved. All records shall be retained until all audit questions or legal actions, or both have been resolved. The contractor shall safeguard and keep such records for such additional time as directed by the Department. The obligation of the contractor to retain and produce records shall continue even after the contract expires or is otherwise terminated by either party.
- 4.11.7 The contractor shall provide written notification to the Department when there is any change in the contractor's licensure or certification/accreditation status, official name, address of record, Executive Director, or change in ownership or control of the contractor's organization.
- 4.11.8 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.
- 4.12 **Confidentiality:**
- 4.12.1 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.
- 4.12.2 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.
- 4.12.3 If required by the Department, the contractor and any required contractor personnel shall sign specific documents regarding confidentiality, security, or other similar documents.
- 4.12.4 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.
- 4.12.5 Substance Abuse Records- 42 U.S.C. §§290dd-2 and 42 C.F.R. Part 2.1 governs the confidentiality of substance abuse records and provides for specific mechanisms to obtain such records and the information therein. Any records and information that may be maintained by the Department or contractor concerning confidential drug or alcohol treatment or for any medical, psychological, or psychiatric treatment would be released by the consent of the recipient of the treatment. Those releases do not permit the Department/contractor to further release that information without the consent of the patient unless authorized by court order entered pursuant to procedures set out at 42 C.F.R. §2.61 et seq.
- a. The Department and contractor are aware of the final rule (see <https://www.federalregister.gov/documents/2024/02/16/2024-02544/confidentiality-of-substance-use-disorder-sud-patient-records>), by the Department of Health and Human Services, which substantially revises 42 C.F.R. Part 2 and as the final rule is phased in over the next two years agree to revisit and alter the rights and duties of this paragraph as necessary during the term of this Amendment.
- 4.13 **Property of State:**
- 4.13.1 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.
- 4.13.2 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.
- 4.13.3 In the event any copyrighted material is developed as a result of the contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish, use, and authorize others to use, the work/materials for Department and State of Missouri purposes.
- 4.14 **Notification Requirements:**
- 4.14.1 The contractor shall notify the Department within one (1) business day of the death of a Department client receiving services under the contract.
- 4.14.2 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.
- 4.14.3 In the event the conduct of a client is jeopardizing the safety of him/herself or others in the community, the contractor shall immediately notify the Department. If an immediate response is needed to ensure the health and safety of the client or others, the contractor shall also notify local law enforcement officials.
- 4.14.4 The contractor shall notify the Department within one (1) business day, in writing, if the contractor becomes aware of any circumstances that may render the contractor unable to perform any of its obligations under the contract.
- a. The Department shall have the right, at any time, to require the contractor to provide written assurances that it can meet its obligations under the contract and to provide satisfactory documentation to support its assurances. If the contractor is unable to provide adequate assurances that it will be able to perform its obligations under this contract, the Department shall have the right to exercise any of its remedies under this contract or under law.
- 4.15 **Miscellaneous:**
- 4.15.1 Unless otherwise specified, the contractor shall be responsible for furnishing all material, labor, facilities, equipment and supplies necessary to perform the services required.

- 4.15.2 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.
- 4.15.3 The contractor shall only utilize such testing, techniques and procedures as are necessary to accomplish the specified service(s).
- 4.15.4 The contractor shall not utilize any data, information or conclusions obtained directly or indirectly from work performed under the contract for any other purpose, including, but not limited to research, marketing or commercial purposes without the:
- a. Prior, written consent of the Department;
 - b. Full, written, prior, informed consent of the individuals involved, or their legal guardian or legal custodian; and
 - c. Permission of the court, when applicable, in cases where the subject is a juvenile under the jurisdiction of a court of competent jurisdiction.
- 4.15.5 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.
- 4.15.6 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.
- 4.15.7 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.
- 4.15.8 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.
- 4.15.9 The contractor shall comply with the requirements of RSMo Chapter 610 Governmental Bodies and Records (the "Sunshine Law").
- 4.16 **Contract Monitoring/Compliance**
- 4.16.1 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.
- 4.16.2 In the event the Department determines the contractor to be non-compliant, or at risk for non-compliance with contractual requirements, the Department shall have the right to impose special conditions or restrictions on the contractor to bring the contractor into compliance or to mitigate the risk of non-compliance.
- a. The Department shall provide written notification to the contractor of the determination of non-compliance or the risk of non-compliance, identifying any special conditions or restrictions to be imposed by the Department.
 - b. Special conditions or restrictions may include, but are not limited to:
 - 1) Requiring the contractor to obtain additional technical assistance;
 - 2) Requiring additional levels of prior approval from the Department for contract activities;
 - 3) Requiring additional or more detailed financial reports and other documentation;
 - 4) Additional, ongoing contract monitoring/oversight by the Department;
 - 5) Requiring the submission and implementation of a corrective action plan; or
 - 6) A combination of special conditions or restrictions.

- 4.16.3 In the event the Department requires the contractor to submit and implement a corrective action plan, the Department shall provide written notification to the contractor, identifying the specific performance or other contractual requirements that are not being met and the expected corrective resolution.
- a. The contractor shall submit a written corrective action plan to the Department within the timeframes specified in the Department notification.
 - b. The corrective action plan must include the actions the contractor proposes to take to remedy concerns, timeframes for achieving such, the person(s) responsible for the necessary action, the improvement that is expected, a description of how progress will be measured and a description of the actions the contractor shall take to prevent the situation from recurring.
 - c. The Department will notify the contractor in writing if the corrective action plan is approved or if modifications are required.
 - 1) In the event the Department requires changes to the corrective action plan, the contractor shall submit a revised corrective action plan within five (5) business days of receipt of the Department's notification that changes are required.
 - d. Failure of the contractor to improve performance within the timeframes required in the approved corrective action plan may result in termination of the contract and other remedies available to the Department.

5 Payments to the Contractor

- 5.1 The contractor shall be reimbursed for actual, allowable costs incurred for services and activities provided pursuant to the contract, in accordance with the Department-approved budget.
- 5.3 No other payments or reimbursements shall be made to the contractor other than those specified above.
- 5.4 In the event the Division of Purchasing exercises its option for renewal, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period except as stated herein in regard to pricing. All prices for the renewal periods will remain the same as that for the original contract period unless the Governor or the Missouri General Assembly makes changes to the funds for the SkillUP program services.
- a. If additional funds are appropriated for the renewal periods, the contractor may be given an opportunity to request an amount up to a new maximum price, based upon the additional funds, as specified in an amendment issued by the Division of Purchasing.

5.5 Invoicing:

- 5.5.1 Prior to any payments becoming due under the contract, the contractor must update their contractor registration with their ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.
- a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).
 - b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at:
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>
- 5.5.2 The contractor shall submit a monthly invoice in accordance to the fiscal process, which can be found in Appendix A: Fiscal Process and Appendix C: Invoice of the SkillUP Provider Handbook, in accordance with the approved budget, to the state agency via email to W&CI.INVOICES@dss.mo.gov, after the contract is awarded.

- 5.5.3 Upon receipt and approval of a properly prepared monthly invoice and upon receipt of monthly reports, the state agency shall pay the contractor in accordance with the following:
- a. The total payments to the contractor during the contract period shall not exceed the SkillUP maximum price amount identified on the contractor's Notice of Award.
 - b. Failure of the contractor to submit the required reports regarding the contractor's SkillUP program shall result in the state agency withholding or rejecting payment to the contractor. Additionally, the state agency shall reject payment for the contractor's failure to perform or deliver the services required herein.
- 5.5.4 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 5.5.5 Notwithstanding any other payment provision of the contract, if the contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the state agency may withhold payment or reject invoices under the contract.
- 5.5.6 Final invoices are due by no later than thirty (30) calendar days of the expiration of the contract. The state agency shall have no obligation to pay any invoice submitted after the due date.

5.6 **Verification of Expenditures**

- 5.6.1 Receipt of payments by the grantee does not constitute earning of these funds and is subject to verification provisions stated herein.
- 5.6.2 The Department shall have the right to recover from the grantee all funds for which adequate verification and full documentation of expenditures is not maintained.
- a. Adequate verification and full documentation shall be defined as maintaining records in such a manner that an orderly examination by a reasonable person:
 - 1) is possible;
 - 2) can be conducted without the use of information extrinsic to the records;
 - 3) can readily determine whether the good or services were in fact provided, and
 - 4) can readily determine whether the goods/services were provided in accordance with the terms of this agreement and applicable federal and state regulations.
- 5.6.3 The contractor shall produce and make available all records necessary for adequate verification.
- 5.6.4 The Department, at its sole discretion, may:
- a. audit all invoices, in a manner determined by the Department;
 - b. reject any invoice for good cause;
 - c. make invoice corrections or changes with appropriate notification to the contractor;
 - d. deduct from an invoice any overpayment made by the Department; and
 - e. recover from the contractor any funds for which adequate verification and documentation of expenditures, if required, is not maintained.
- 5.7 Failure of the contractor to submit required reports when due, may result in withholding or rejection of payment under the contract. The Department shall reject payment due to the contractor's failure to perform or deliver the required work or services.
- 5.8 In the event of non-compliance with contractual or performance requirements, the Department, at its sole discretion, may:
- a. disallow all or part of the cost of the activity or action not in compliance;
 - b. withhold payments pending correction of the compliance deficiency by the contractor; and
 - c. withhold further award of grant funding for the contract project or program.

6. **Bid Submission, Information and Requirements**

6.1 **Submission Requirements:**

6.1.1 The contractor's proposal documents shall consist of a complete SkillUP 50/50 Program Exhibit A: Pricing Page, Exhibit B: Budget and Budget Narrative form and Exhibit C: Proposal consisting of a comprehensive proposal of what education and training curriculum the contractor shall provide, details on how the contractor shall best serve clients, examples of barrier removal to ensure employment success, and their relationship with employers. These completed exhibits are for accomplishing the tasks described including the specific and establishing a baseline for the outcomes-based grant IFB and any supplemental tasks the contractor has identified as necessary to successfully complete the obligations outlined herein. The contractor's plan shall demonstrate an understanding of and the ability to meet and perform all contractual requirements listed in this IFB.

6.1.2 This section describes the contents and format designed to ensure completeness in the contractor's bid. The intent of the instructions contained herein is to standardize the bids to enable equitable measurements for competitive review for awarding to the lowest and best responsive vendors with a bid that is the most advantageous to the state.

6.2 **Bid Format:**

6.2.1 To facilitate the evaluation process, the vendor is encouraged to organize their bid into the following sections that correspond with the individual evaluation categories described herein. The contractor is cautioned that it is the contractor's sole responsibility to submit information related to the evaluation categories and that the Department is under no obligation to solicit such information if it is not included with the bid. The contractor's failure to submit such information may cause an adverse impact on the evaluation of the bid. The bid should be page numbered and include the following:

- a. Signature Page: The signature page from the original IFB and all signed addendums should be placed at the beginning of the bid.
- b. Exhibit A: Pricing Page
- c. Implementation Plan: The implementation plan should contain only relevant information that is specific to the topic. The vendor should not include hyperlinks or video clips. In the event the vendor provides hyperlinks or video clips, the information shall not be considered. The technical proposal shall include the following two (2) components:
 -
 - Exhibit B: SkillUP 50/50 Program Budget and Budget Narrative form
 - Exhibit C: Proposal Form
- d. Other required Exhibits/Information for submission:
 - Exhibit 1: Business Entity Certification Enrollment Documentation & Affidavit of Work Authorization
 - Exhibit 2: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - Exhibit 3: Registration of Business Name with the Missouri Secretary of State
 - Exhibit 4: Anti-Discrimination Against Israel Act Certification

Exhibit 5: Federal Funding Accountability and Transparency Act (FFATA) Data Form 6.3 Submission of Proposals:

6.3.1 Compliance with Requirements, Terms and Conditions – Contractors are cautioned that the Department shall not award a non-compliant proposal. Consequently, any vendor indicating non-compliance or providing a response in conflict with mandatory requirements, terms, conditions, or provisions of the IFB shall be eliminated from further consideration for award.

- a. The contractor is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain terms and conditions which conflict with those of the IFB and its contractual requirements.
- b. In order to ensure compliance with the IFB, the vendor should indicate agreement that, in the event of conflict between any of the vendor's response and the IFB requirements, terms and conditions, the IFB shall govern. Taking exception to the terms and conditions may render a vendor's bid unacceptable and removed from consideration for award.

- 6.3.2 The contractor must complete and submit the following information to be considered a complete IFB proposal:
- a. Proposals must be completed and returned via email by the deadline on the front page of the IFB.
 - b. Email proposals shall be sent to Christina.groose@dss.mo.gov with SkillUP 50/50 Program stated in the subject line. Each email must be below 17MB or sent in multiple emails.
 - c. Only one (1) proposal may be submitted per organization. For the purposes of this opportunity, organizations operating multiple facilities/sites shall be considered as one (1) organization.
 - d. Funding requests shall be consistent with stated intent and purpose and shall be reflective of actual costs.

6.4 **Evaluation and Award Process:**

- 6.4.1 The Department will evaluate bids from responsive bidders. Any contracts resulting from this IFB will only be awarded to bidders meeting the requirements of the IFB.
- 6.4.2 The Department will review proposals for financial necessity, sustainability, and reasonability.
- 6.4.3 The Department reserves the right to request additional information or supporting documentation prior to making awards.
- 6.4.4 While the Department anticipates awarding multiple contracts, 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 proposal for any reason.
- 6.4.5 The Department may consider geographic distribution of proposed contract awards when making funding decisions.
- 6.4.6 Funds shall be made available as determined by the Department. The Department reserves the right to award partial requests. The Department reserves the right to grant additional funds after the award, based on funding availability, at the sole discretion of the Department.
- 6.4.7 Funds shall be made available as determined by the Department.
- 6.4.8 The Department reserves the right to make partial awards.
- 6.4.9 The Department reserves the right to reject a bid for failing to disclose relevant litigation, pending investigations, assessment, or substantiated finding. In addition, the Department reserves the right to not award a contract based upon the information disclosed.
- 6.4.10 Any award of a contract resulting from this IFB will be made only by written authorization from the Department.

EXHIBIT A

PRICING PAGE

SkillUP 50/50 Program- The vendor shall provide a maximum price, for the provision of SkillUP 50/50 Program Services as required herein in accordance with the provisions and requirements of this IFB. All costs associated with providing the required services including personnel, support, materials, supplies, administration, overhead, travel, and family support services, shall be included in the stated prices. (UNSPSC Code: 86000000, 84131609 and 93140000)

Line Item	Description	Initial One-Year Contract Period Firm, Fixed Price (Not to exceed Maximum Bid Price)	1st Renewal Period Firm, Fixed Price (Not to exceed Maximum Bid Price)	2nd Renewal Period Firm, Fixed Price (Not to exceed Maximum Bid Price)	3rd Renewal Period Firm, Fixed Price (Not to exceed Maximum Bid Price)
1	SkillUP 50/50 Program Minimum Price \$10,000 Maximum Price \$1,000,000	\$ _____	\$ _____	\$ _____	\$ _____

EXHIBIT B:

SKILLUP 50/50 PROGRAM BUDGET AND BUDGET NARRATIVE FORM

Budget form instructions

Complete the budget form with the information below:

- Agency name (as it is shown on the contract)
- Full contract number
- Program Year
- Budgeted amounts for each line-item
- Two (different) authorized representative signatures
- The total budget must match the total amount of allocated funds
- The budget can only include costs for SkillUP
- The modified total direct administrative cost is automatically calculated at the bottom of the form. The calculated cost needs to be entered on the approved indirect rate line to add into the total budget.

If an FNICR, SNICR, or CAP is being used to calculate the administrative indirect rate, you must include a copy of the most recent letter showing the base and percentage approved.

Budget Form

**Missouri Department of Social Services
Division of Finance & Administrative Services
FFY 20 **XX** 50/50 FNS Budget Form**

Agency: (agency)	Contract Number:
Program Year (date) - (date)	
Budget	
Allocation Base (Contract Amount)	\$ -
Indirect Administrative Costs	
Federally Negotiated Indirect Cost Rate (FNICR) <i>(Documentation Required)</i>	
Base to which FNICR is to be applied, per supporting documentation	\$ -
Enter FNICR %	
Total Indirect Administrative Costs:	\$ -
<u>If Agency has never had a FNICR:</u>	
Indirect Administrative Costs - De Minimis:	
Modified Total Direct Administrative Costs (See Calculation Below)	\$ -
15% De Minimis	15%
Total Indirect Administrative Costs:	\$ -
Administrative Costs	
Approved indirect Rate	\$ -
Program Costs	
Salaries/Wages and Benefits	\$ -
Sub-contracting	\$ -
Supplies (under \$5,000)	
Travel	\$ -
Rent/Space/WIOA Infrastructure	\$ -
Equipment (over \$5,000)	\$ -
Other	\$ -
Total Program Costs:	\$ -
Participant Services	
TRE - Transportation	\$ -
WRE- Work related	\$ -
Training/Tuition Assistance	\$ -
Participant incentives	\$ -
Total Participant Costs:	\$ -
TOTAL BUDGET	
	\$ -
Calculate Modified Total Direct Administrative Costs:	
Total Program Costs	\$ -
Less: Rent/WIOA Infrastructure	\$ -
Less: Equipment	\$ -
Less: For each contract that exceeds \$25,000, the amount over \$25,000	\$ -
Modified Total Direct Administrative Costs:	\$ -

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.

--	--

Signature of Authorized Representative of [Insert Agency Name]

Date

--	--

Signature of Authorized Representative of [Insert Agency Name]

Date

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

Budget Narrative

Provide a narrative description of the proposed costs associated with the provision of services and the administration of the SkillUP contract. 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.

The Department of Social Services has an established policy that provides uniform procedures for allowance of contractor administrative rates. Administrative costs are those associated with the management and oversight of an organization's activities and are a result of all activities of the contractor, such as utilities, rent, administrative salaries, financial staff salaries, and building maintenance, etc. Agencies with Federally Negotiated Indirect Cost Rates (FNICR) will use these rates in determining the Indirect Administrative Contract Cost. Agencies without FNICR will use De Minimis rate of 15% of the Modified Total Direct Administrative Cost. Modified Total Direct Administrative cost is equal to the Total Direct Administrative cost less equipment, rent (including WIOA Infrastructure costs) and the amount of each contract over \$25,000. Modified Total Direct Administrative costs are to be calculated at the bottom of the budget form.

Administrative Cost

Indirect Administrative Cost:

Program Costs

- ❖ **Salaries/Wages and Benefits:**
- ❖ **Sub-Contracting:**
- ❖ **Supplies:**
- ❖ **Travel:**
- ❖ **Rent/Space/WIOA Infrastructure:**
- ❖ **Equipment (over \$5,000):**
- ❖ **Other:**
 - **Training:**
 - **Utilities:**
 - **Insurance:**
 - **Communications:**
 - **Professional Fees:**
 - **Printing:**
 - **Repairs and Maintenance:**
 - **Other:**

Participant Services

- ❖ **TRE:**
- ❖ **WRE:**
- ❖ **Training/Tuition Assistance:**
- ❖ **OJT/Subsidized Employment:**
- ❖ **Participant Incentives:**

Budget Category Definitions

Line Item	Definition
Indirect	Federally Negotiated Indirect Rate Cost Agreement applied to the base approved in the FNICR agreement. If no negotiated agreement, then 10% of Modified Total Direct Administrative costs (to be calculated at bottom of the budget form)
Salaries/Wages and benefits	Salaries and benefits
Sub-Contracting	Payment to third party to provide MWA services
Participant Services	Expenses paid in order to serve a client such as Transportation Related Expense (TRE) and Work Related Expense (WRE)
Travel	Mileage, car rentals, etc.
Training	Conferences, meetings, meals, lodging, registration
WIOA Infrastructure Cost	Cost related to WIOA co-location with a Full service, One-stop Missouri Job Center
Rent	Rent for main and outreach offices
Utilities	Water, electric, sewer, trash
Insurance	Property insurance
Supplies	Postage, paper, file folders, pens/pencils, staplers, etc.
Equipment (Over \$5,000)	Fax machines, computers,
Communications	Phone, internet
Other	Miscellaneous expenses

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

EXHIBIT C

PROPOSAL FORM

Directions for Vendor: The vendor should present a written plan for performing the requirements specified in Section 2, Scope of Work. The Proposed Methodology, Approach, and Work Plan should be no longer than [20] pages. Standard fonts, 11 point or above, should be used.

In presenting the Proposed Methodology, Approach, and Work Plan, the vendor should discuss the following areas:

2.1 General Requirements

- a. The contractor should describe how they would match non-federal resources in allowable components and costs to receive a fifty percent (50%) reimbursement of the non-federal resource investment to increase the employment and training opportunities for SNAP recipients for qualified SkillUP components and the reimbursement will be reinvested in the SkillUP program?
- b. The contractor shall describe their knowledge and experience providing a budget and budget narrative.
- c. The contractor shall describe their knowledge and experience on education and training curriculum they currently provide.
- d. The contractor shall describe how they will ensure employment success.
- e. The contractor shall describe their knowledge on relationships with employers in their community.
- f. The contractor shall describe how they will work with all the other SKILLUP contractors to ensure participants are being served in the closest community to where the participants reside and provide services for participants with limited English proficiency.
- g. The contractor shall describe how they will make referrals and collaborate with employers in the community to encourage the hiring of the graduates of the SkillUP Program.

2.3 Contractor and Personnel Requirements

- a. The contractor shall describe their knowledge and experience on how they are a provider of employment and training services, and a provider of wrap-around supportive services.
- b. The contractor shall describe their knowledge and experience on how they work with participants who receive public assistance.

2.4 SkillUP Program requirements

- a. The contractor shall describe how they will implement the three primary goals.
- b. The contractor shall describe what employment and training programs they will conduct.
- c. The contractor shall describe how they assist participants in developing an Employment Plan?
- d. The contractor shall describe knowledge and experience on how they measure the success of the contractor's employment and training program.

2.5 Contractor Requirements

- a. The contractor shall describe their expectations in the participants to measure performance and progress.
- b. The contractor shall describe what materials, facilities, equipment, and supplies that are necessary in their SkillUP Program.

2.6 Reporting and Recordkeeping Requirements

- a. The contractor should describe identifying the benchmarks utilized to determine the success of the contractor's SkillUP Program.
- b. Economic Impact to Missouri: The contractor should describe the economic advantages that will be realized as a result of the vendor performing the required services. The contractor should respond to the following:
 - 1. Provide a description of the proposed services that will be performed or the proposed products that will be provided by Missourians or Missouri products.
 - 2. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations as a result of the vendor performing the required services.
 - 3. Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

Exhibit # 1

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

Business Entity Certification:

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

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

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

BOX C: To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "**business entity**" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "**business entity**" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "**business entity**" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

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

BOX A – Currently Not a Business Entity

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

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

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

Authorized Representative's Name
(Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

Exhibit # 1: (continued)

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

Box B – Current Business Entity Status

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

Authorized Business Entity Representative's Name
(Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

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

- Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.uscis.gov/e-verify>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

Exhibit # 1: (continued)

Affidavit of Work Authorization

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

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

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

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

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

_____	_____
<i>Signature of Notary</i>	<i>Date</i>

Exhibit # 1: (continued)

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

BOX C – Affidavit on File - Current Business Entity Status

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

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

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

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

Date of Previous E-Verify Documentation Submission: _____

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

Authorized Business Entity Representative’s
Name (Please Print)

Authorized Business Entity
Representative’s Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date

Exhibit # 2:

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

This certification is required by 2 CFR Part 180.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Company Name	Unique Entity ID (UEI) #
Authorized Representative's Printed Name	Authorized Representative's Title
Authorized Representative's Signature	Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing 2 CFR Part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or 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.

FOR STATE USE ONLY Documentation Verification Completed By:

Buyer

Date

EXHIBIT # 3:

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

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

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

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

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

www.sos.mo.gov/fileonline

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

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

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

Note: Limited Liability Partnerships have no exemptions.

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

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

EXHIBIT # 4

ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

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

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

Section 34.600, RSMo, defines the following terms:

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

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

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

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

EXHIBIT 4, continued

BOX A – NON-COMPANY ENTITY

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

Authorized Representative’s Name (Please Print)

Authorized Representative’s Signature

Entity Name

Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

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

Authorized Representative’s Name (Please Print)

Authorized Representative’s Signature

Company Name

Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

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

Authorized Representative’s Name (Please Print)

Authorized Representative’s Signature

Company Name

Date

Exhibit # 5:**Federal Funding Accountability and Transparency Act (FFATA) Data Form****See instructions for additional information*

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

Executive Compensation Information***Complete this section if required. See instructions for additional information before completing.*

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

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

Certification:

I attest the facts stated above are true and correct.

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

*Authorized Representative's Signature*_____
Printed Name_____
Title_____
Date

Instructions for Completing the FFATA Data Form

Zip Code + 4

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

UEI Number

The Unique Entity ID (UEI) Number is a twelve character alphanumeric ID assigned to an entity by SAM.gov. UEI Number assignment is FREE for all businesses required to register with the US Federal government for contracts. See <http://SAM.gov>.

Parent Organization's UEI Number

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

Principal Place of Performance

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

Executive Compensation Information

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

1. In your preceding completed fiscal year, did your business or organization receive:
 - a. 80 percent or more of its annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320; and
 - b. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act?
- Yes No

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

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

2. Does the public have access to the information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 [15 U.S.C. 78M(a), 78o(d)] or section 6104 of the Internal Revenue Code of 1986? (To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission's total compensation filings at <http://www.sec.gov/answers/excomp.htm>)
- Yes No

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

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

Definitions

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

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

Additional information about reporting compensation is available at:

[https://www.fsrs.gov/documents/OMB Guidance on FFATA Subaward and Executive Compensation Reporting 08272010.pdf](https://www.fsrs.gov/documents/OMB%20Guidance%20on%20FFATA%20Subaward%20and%20Executive%20Compensation%20Reporting%2008272010.pdf).

STATE OF MISSOURI
Department of Social Services

TERMS AND CONDITIONS -- INVITATION FOR BID

1. TERMINOLOGY/DEFINITIONS

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

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the Department. The agency is also responsible for payment.
- b. **Addendum** means a written official modification to an IFB.
- c. **Amendment** means a written, official modification to a contract.
- d. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- e. **Bid End Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- f. **Vendor** means the supplier, bidder, person, or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- g. **Buyer** means the procurement staff member of the Department. The **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 supplier, bidder, person, or organization who is a successful vendor as a result of an IFB and who enters into a contract.
- j. **Exhibit** applies to forms which are included with an IFB for the vendor to complete and submit with the sealed bid prior to the specified end date and time.
- k. **Invitation for Bid (IFB)** means the solicitation document issued by the Department to potential vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Addendums thereto.
- l. **May** means that a certain feature, component, or action is permissible, but not required.
- m. **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.
- n. **Pricing Page(s)** applies to the form(s) on which the vendor must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the vendor with the sealed bid prior to the specified bid end date and time.
- o. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of Purchasing.
- p. **Shall** has the same meaning as the word **must**.
- q. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

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

3. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

- a. It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise the Department chasing if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from vendors regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the Department, unless the IFB specifically refers the vendor to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official bid end date.
- b. Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all vendors will be advised, via the issuance of an addendum to the IFB, of any relevant or pertinent information related to the procurement. Therefore, vendors are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB end date may not be answered.
- c. Vendors are cautioned that the only official position of the State of Missouri is that which is issued by the Department in the IFB or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The Department monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The IFB is available for viewing and downloading on the MissouriBUYS Statewide eProcurement System. Registered vendors are electronically notified of those bid opportunities that match the commodity codes for which the vendor registered in MissouriBUYS. If a registered vendor's e-mail address is incorrect, the vendor must update the e-mail address themselves on the state's MissouriBUYS Statewide eProcurement System at <https://missouribuy.mo.gov/>.
- f. The Department reserves the right to officially amend or cancel an IFB after issuance. It shall be the sole responsibility of the vendor to monitor the MissouriBUYS Statewide eProcurement System to obtain a copy of the addendum(s). Registered vendors who received e-mail notification of the bid opportunity when the IFB was established and registered vendors who have responded to the IFB on-line prior to an addendum being issued should receive e-mail notification of the addendum(s). Registered vendors who received e-mail notification of the bid opportunity when the IFB was established and registered vendors who have responded to the bid on-line prior to a cancellation being issued should receive e-mail notification of a cancellation issued prior to the exact end date and time specified in the IFB.

4. PREPARATION OF BIDS

- a. Vendors **must** examine the entire IFB carefully. Failure to do so shall be at the vendor's risk.

- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, 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 vendor 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 vendor 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.
- d. 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.
- e. In the event that the vendor 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, such a vendor may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the IFB, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by the Department or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by the Department. If the Department determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
- h. 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.
- i. Any foreign vendor 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

- a. Registered vendors may submit bids electronically through the MissouriBUYS Statewide eProcurement System at <https://missouribuys.mo.gov/> or by delivery of a hard copy to the Department office. Vendors that have not registered on the MissouriBUYS Statewide eProcurement System may submit bids hard copy delivered to the Department office. Delivered bids must be sealed in an envelope or container, and received in the Department no later than the exact end date and time specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the vendor's organization, (2) contain all information required by the IFB, and (3) be priced as required. Hard copy bids may be mailed to the Department. However, it shall be the responsibility of the vendor to ensure their bid is in the Department office no later than the exact end date and time specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official end date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid submitted electronically by a registered vendor may be modified on-line prior to the official end date and time. 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 end date and time specified. A bid may also be modified in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid submitted electronically by a registered vendor may be retracted on-line prior to the official end date and time. 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 end date and time specified. A bid may also be withdrawn in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.
- e. A bid may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the vendor. Justification of withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the vendor.
- f. When submitting a bid electronically, the registered vendor indicates acceptance of all IFB requirements, terms and conditions by clicking on the "Accept" button on the Overview tab. Vendors delivering a hard copy bid to the Department must sign and return the IFB cover page or, if applicable, the cover page of the last addendum thereto in order to constitute acceptance by the vendor of all IFB requirements, terms and conditions. Failure to do so may result in rejection of the bid unless the vendor's full compliance with those documents is indicated elsewhere within the vendor's response.
- g. Faxed bids shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. BID OPENING

- a. Bid openings are public on the end date and at the opening time specified on the IFB document. Only the names of the respondents shall be read at the bid opening. All vendors may view the same bid response information on the MissouriBUYS Statewide eProcurement System. The contents of the responses shall not be disclosed at this time.
- b. Bids which are not received in the Department office prior to the official end date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

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

8. EVALUATION/AWARD

- a. 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 vendor 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.
- b. Any pricing information submitted by a vendor shall be subject to evaluation if deemed by the Department to be in the best interest of the State of Missouri.
- c. The vendor is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.

- d. Awards shall be made to the vendor whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the vendor, and all other evaluation criteria specified in the IFB and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- e. In the event all vendors fail to meet the same mandatory requirement in an IFB, the Department reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, the Department reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The Department reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, the Department may negotiate for the required supplies.
- g. When evaluating a bid, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a bid, from a vendor, from vendor's references, or from any other source.
- h. 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.
- i. Any award of a contract shall be made by notification from the Department to the successful vendor. 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 State of Missouri.
- j. All bids and associated documentation which were submitted on or before the official end date and time will be considered open records pursuant to section 610.021, RSMo, following the official opening of bids. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- k. The Department posts all bid results on the MissouriBUYS Statewide eProcurement System website for all vendors to view for a reasonable period after bid award. The Department maintains images of all bid file material for review. Vendors who include an e-mail address with their bid will be notified of the award results via e-mail.
- l. The Department reserves the right to request clarification of any portion of the vendor's response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050.
- n. The final determination of contract award(s) shall be made by the Department.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the vendor agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any addendums thereto, (2) the contractor's response (bid) to the IFB, (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 shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. 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

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

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

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

13. WARRANTY

- a. 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.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

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

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

16. CANCELLATION OF CONTRACT

- a. 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.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the Department will issue a notice of cancellation terminating the contract immediately. If it is determined the Department improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. 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.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the vendor/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 vendor/contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. 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.
- b. 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. INVENTIONS, PATENTS AND COPYRIGHTS

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

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

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

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

Revised 06-27-19

Attachment A – Business Associate Agreement

(rev 08-29-13)

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

1. Health Insurance Portability and Accountability Act of 1996, as amended - The Department and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a “Business Associate” of the Department. Therefore, the term, “contractor” as used in this section shall mean “Business Associate.”
2. The contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:
 - a. “Access”, “administrative safeguards”, “confidentiality”, “covered entity”, “data aggregation”, “designated record set”, “disclosure”, “hybrid entity”, “information system”, “physical safeguards”, “required by law”, “technical safeguards”, “use” and “workforce” shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
 - b. “Breach” shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term “breach of contract” as used within the contract.
 - c. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.
 - d. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Department.
 - e. “Electronic Protected Health Information” shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.
 - f. “Enforcement Rule” shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.
 - g. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - h. “Individual” shall have the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
 - i. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
 - j. “Protected Health Information” as defined in 45 CFR 160.103, shall mean individually identifiable health information:
 - 1) Except as provided in paragraph (2) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
 - 2) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (Department) in its role as employer.
 - k. “Security Incident” shall be defined as set forth in the “Obligations of the Contractor” section of the Business Associate Provisions.
 - l. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.
 - m. “Unsecured Protected Health Information” shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.
3. The contractor agrees and understands that wherever in this document the term "Protected Health Information" is used, it shall also be deemed to include Electronic Protected Health Information.

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

Department and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.

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

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

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

Attachment B: Federal Funds Subrecipient Requirements

1. In performing its responsibilities under the contract, the subrecipient shall fully comply with:
 - a. 2 CFR Chapter 1, Chapter II, Part 200, et al., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
 - b. All applicable terms and conditions of the award.
 - c. All other applicable laws, regulations and policies authorizing or governing the use of any federal funds paid to the subrecipient under the contract.
2. The subrecipient shall not utilize federal funds, or any required matching funds, provided under the contract as matching funds for any other federal award, unless specifically allowed under that award.
3. **Allowable Costs:** Unless otherwise stated in this RFP, the subrecipient shall invoice the state agency based on actual, allowable costs incurred.
 - a. The subrecipient shall ensure all expenditures invoiced, claimed and/or reported satisfy the General provisions for allowable costs, as defined in the 2 CFR Chapter 1, Chapter II, Part 200, Subpart E- Cost Principles; and Specific provisions for allowable costs, as defined in applicable Federal program rules.
4. **Indirect Cost Rates and Administrative Rates:** In the event indirect costs or administrative rates are included as part of the cost reimbursement under the contract, the following will apply:
 - a. If a subrecipient has an approved federally negotiated indirect cost rate, the state agency will accept the approved indirect cost rate, unless doing so would conflict with federal statutes or an exception has been approved by the federal agency, based on documented justification. (2 CFR § 200.414)
 - b. A subrecipient may charge no more than the federally negotiated indirect rate (2 CFR § 200.414). If there is not a federally negotiated indirect rate, the subrecipient may charge no more than the rate negotiated with the subrecipient's cognizant Missouri state agency. If the subrecipient does not have a federally negotiated indirect rate, or a rate negotiated with another Missouri state agency, then the agency can use the de minimis rate. The subrecipient may voluntarily choose to charge no indirect or at a lower indirect rate.
 - c. **Administrative costs** are defined as general administration and general expenses such as the director's office, accounting, personnel, library expenses and all other types of expenditures not listed specifically under one of the subcategories of "Facilities", (including cross allocations from other pools, where applicable). (US Dept. of Labor – Guide for Indirect Cost Rate Determination). Administrative costs can be categorized as both direct and indirect costs.

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

Requirements, Cost Principles, and Audit Requirements for Federal Award, and shall make its policies and procedures available to the state agency, upon request.

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

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

subrecipient shall return any funds disallowed, either to the state agency or directly to the applicable federal agency, as instructed by the state agency and within the timeframe designated.

9. **Transparency Reporting:** In order to assist the state agency in complying with its reporting requirements under the Federal Funding Accountability and Transparency Act (FFATA), the subrecipient must fully complete and submit the FFATA Data Form, attached hereto as Exhibit #1, to the state agency prior to the award of the contract.
 - a. The subrecipient should register in the federal government System for Award Management (SAM) available at www.sam.gov, to record information about the subrecipient's organization, including executive compensation data. SAM is a secure, single repository of data and the subrecipient should only need to register once and renew annually thereafter and update information as necessary.
 - b. The state agency will provide the subrecipient with applicable federal funding source information in accordance with 2 CFR § 200.331.