



**STATE OF MISSOURI  
DEPARTMENT OF MENTAL HEALTH  
INVITATION FOR BID (IFB)#  
DMH BELLEFONTAINE 0000000009SL**

*Issue Date:* **August 28, 2026**  
*Title:* **Crisis Prevention Training**  
*Contract Period:*  
**Date of Award through One Year**

**Buyer:** Brenda Root, Procurement Supervisor

**Telephone:** (314) 264-9141

**E-Mail:** Brenda.Root@dmh.mo.gov

**SUPPLIERS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH [MISSOURIBUYS. POWERED BY MOVERS](#) BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)**

**Return bid to:**

**By Mail:** Bellefontaine Habilitation Center

**Attn:** Brenda Root/Purchasing

10695 Bellefontaine Road

St. Louis, MO 63137

**Bids must be received no later than: 2:00 pm (CDT), September 21, 2026**

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

\_\_\_\_\_  
Legal Name of Contractor

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's Address

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

\_\_\_\_\_  
MissouriBUYS/MOVERS ID#

\_\_\_\_\_  
Contact Person

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

\_\_\_\_\_  
Contact Person Phone #

☐ Corporation ☐ Individual ☐ State/Local Government ☐ Partnership ☐ Sole Proprietor ☐ IRS Tax-Exempt 501C

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

This bid is accepted by the Department of Mental Health as follows:

\_\_\_\_\_  
Authorized Signature for the Department of Mental Health

\_\_\_\_\_  
Date

## Instructions for Submitting a Solicitation Response

The Department of Mental Health is now posting its bid solicitation documents on the new MissouriBUYS, powered by MOVERS Bid Board at: [MissouriBUYS, powered by MOVERS, bid board](#). MissouriBUYS, powered by MOVERS, is the State of Missouri's web-based statewide eProcurement system, which is powered by our partner, Oracle.

For all bid solicitations, Suppliers are encouraged to submit their solicitation response as an electronic response. Suppliers may submit a hard copy to the address listed on the solicitation. The submission of electronic responses are explained in detail in the step-by-step instructions provided at: [MissouriBUYS, powered by MOVERS, bid response instructions](#).

**Notice:** The Supplier is solely responsible for ensuring timely submission of their solicitation response, whether submitting an online response or a hard copy response. Failure to allow adequate time prior to the solicitation end date to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the Supplier and their response at risk of not being accepted on time.

❖ **ELECTRONIC RESPONSES:** To respond electronically to a solicitation, the Supplier must first register with MissouriBUYS, powered by MOVERS by going to the supplier registration page: [Self-Service Supplier Registration | MissouriBUYS Statewide eProcurement System](#), enter your email address and click the "Send Access Code" button to obtain an access code and complete the Supplier Registration. Once registered the Supplier should log back into MissouriBUYS, powered by MOVERS and edit their profile by selecting the organizational contacts that should receive an automated confirmation of the Supplier's electronic bid responses successfully submitted to the state.

To respond electronically to a solicitation, the Supplier must login to MissouriBUYS, powered by MOVERS, locate the desired solicitation on the Bid Board, and, at a minimum, the Supplier must read and accept the Original Solicitation Documents and complete pricing and any other identified requirements. In addition, the Supplier should download and save all of the Original Solicitation Documents on their computer so that they can prepare their response to these documents. Suppliers should upload their completed response to these downloaded documents (including exhibits, forms, and other information concerning the solicitation) as an attachment to the electronic solicitation response. Step-by-step instructions for how a registered Supplier responds to a solicitation electronically are available on the MissouriBUYS system at: [MissouriBUYS, powered by MOVERS, bid response instructions](#).

- ❖ Suppliers are encouraged to submit their entire proposal electronically; however in lieu of attaching exhibits, forms, pricing, etc. to the electronic solicitation response, a Supplier may submit the exhibits, forms, pricing, etc. through mail or courier service. However, any such submission must be received prior to the solicitation's specified end date and time. Be sure to include the solicitation number, company name, and a contact name on any hard copy solicitation response documents submitted through mail or courier service.
- ❖ In the event a registered Supplier electronically submits a solicitation response and also mails hard copy documents that are not identical, the Supplier should explain which response is valid for the state's consideration. In the absence of such explanation, the state reserves the right to evaluate and award the response which serves its best interest.

### QUESTIONS REGARDING THE IFB

Procurement officer is Single Point of Contact for Solicitation: Suppliers and their agents (including sub-contractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the IFB, the evaluation, etc., to the procurement officer indicated on the first page of this IFB. It is preferred that questions be emailed to the procurement officer.

- a) Except as noted herein, suppliers and their agents are instructed not to contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Suppliers can be sanctioned for unauthorized contact with any evaluator under 1 Code of State Regulation (CSR) 40-1.060(8)(G) and (H) available at: [Secretary of State-Code of State Regulations](#).

**Supplier is Responsible for Asking Questions About the IFB:** It is the supplier's responsibility to ask questions, request changes or clarifications, or otherwise advise the Department if the supplier 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 supplier's ability to submit a response.

**Supplier Question Deadline:** Every attempt shall be made to ensure that the supplier receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all suppliers will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. All questions and issues should be submitted no later than 10 calendar days prior to the bid end date and time of the bid. If not received prior to 10 calendar days before the bid end date and time, the Department may not be able to fully research and consider the respective questions or issues.

**Department's Response to Supplier Questions:** Upon the Department's consideration of questions and issues, if the Department determines that changes are necessary, the resulting changes will be included in a subsequently issued IFB amendments; absence of such response indicates that the questions and issues were considered but deemed unnecessary for an IFB amendment. All suppliers will be advised of any change to the IFB's language, specifications, or requirements by a formal amendment to the IFB. There will be no posted written records of the questions/communications (i.e., formal question/answer document).

**IFB is Department's Only Official Position:** The only official position of the Department shall be that which is contained in the IFB and any amendments thereto.

### **Amendments**

If the Department determines that changes to the IFB are necessary, the resulting changes will be included in a subsequently issued IFB amendments prior to the bid end date and time.

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

**Addendum Document:** If an addendum document is subsequently issued, please follow these steps to accept the addendum documents.

If you submitted an electronic response prior to the addendum date and time, you should review your solicitation response to ensure that it is still valid by taking into consideration the revisions addressed in the addendum document. There are two options for accessing solicitations to submit a response, utilizing the bell icon or the supplier portal. The instruction for responding to an addendum are within the instructions of **"Submit Response Online"** at: [MissouriBUYS, powered by MOVERS, bid response instructions](#). If a revision is needed to your solicitation response and/or to indicate your acceptance of the addendum document, you will need to accept the addendum and re-submit your response.

***End of Instructions for Submitting Solicitation Response***

## **SOLICITATION ORGANIZATION**

This document is divided into the following parts:

- Part One: Introduction and General Information
- Part Two: Contractor Compliance Requirements
- Part Three: Specific Performance Requirements
- Part Four: General Contractual Requirements (GCR)
- Part Five: Invoicing and Payments
- Part Six: Bid Submission

Attachment A: Business Associate Agreement

Attachment B: Proposal Submittal Checklist

Attachment C: Federal Funds Requirement

Attachment #1: Pricing Page

Attachment #2: Organization Experience and Past Performance

Attachment #3: Leadership and Work Team Qualifications – Biographies

Attachment #4: Proposed Methodology, Approach, and Work Plan

Attachment #5: Evaluation Criteria for Technical Proposal

Exhibit #1: Affidavit of Work Authorization, E-Verify

Exhibit #2: Federal Funding Unique Identity ID (Debarment)

Exhibit #3: Anti-Discrimination Against Israel Act Certification

Exhibit #4: Vendor No Tax Due Certification

Exhibit #5: Secretary of State Business Registration

Exhibit #6: Employee/Conflict of Interest

**Attachments:** The Supplier is also advised that the attachments to this document, referenced above, provides additional requirements, information, and/or instruction. It shall be the sole responsibility of the Supplier to obtain the attachments. The Supplier shall not be relieved of any responsibility for performance under the subsequent contract due to the failure of the Supplier to obtain a copy of the attachments.

The IFB is available for viewing and downloading on the MissouriBUYS, powered by MOVERS, Statewide eProcurement System. Registered Suppliers are electronically notified of those bid opportunities that match the commodity codes for which the Supplier registered in MissouriBUYS, powered by MOVERS. If a registered Supplier's e-mail address is incorrect, the Supplier must update the e-mail address themselves on the state's MissouriBUYS, powered by MOVERS Statewide eProcurement System at: [MissouriBUYS, powered by MOVERS login.](#)

## 1) INTRODUCTION AND GENERAL INFORMATION

### 1.1 Purpose

- 1.1.1 This document constitutes an invitation for competitive, sealed bids from Suppliers for the provision of **Crisis Prevention Training** for the Department of Mental Health (referred to hereinafter as the Department) in accordance with the requirements and provisions stated herein.

### 1.2 Background and Historical Usage Information

- 1.2.1 The Bellefontaine, South County, and St. Charles Habilitation Centers are State of Missouri, Department of Mental Health facilities for individuals with intellectual disabilities.
- 1.2.1 There are currently 26 staff who receive Crisis Prevention Training.

### 1.4 Accuracy of Background Information

- 1.4.1 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this IFB.

### 1.3 Amendments

- 1.3.1 If the Department determines that changes to the IFB are necessary, the resulting changes will be included in a subsequently issued IFB amendments prior to the bid end date and time.

### 1.5 Terminology/Definitions

- 1.5.1 Whenever the following words and expressions appear in a document or any amendment thereto, the definition or meaning described below shall apply.
- a) **Amendment** means a written, official modification to a contract.
  - b) **Attachment** applies to all forms which are included to incorporate any informational data or requirements related to the performance requirements and/or specifications.
  - c) **Buyer** means the procurement staff member of the Department of Mental Health.
  - d) **Contact Person** as referenced herein is usually the Buyer.
  - e) **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.
  - f) **Contractor** means a person or organization who enters into a contract.
  - g) **Department** means the Missouri Department of Mental Health.
  - h) **Exhibit** applies to forms which are included with a contract to be completed and submitted with the contract.
  - i) **May** means that a certain feature, component, or action is permissible, but not required.
  - j) **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.
  - k) **Pricing Pages** applies to the forms on which the Contractor must state the prices applicable for the equipment, supplies, and/or services required in the contract. The pricing pages must be completed and submitted by the Contractor with the contract.
  - l) **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the procurement operations of the Department.
  - m) **Shall** has the same meaning as the word **must**.
  - n) **Should** means that a certain feature, component and/or action is desirable but not mandatory.

## 2) COMPLIANCES, TERMS & CONDITIONS SECTION

### 2.1 Applicable Laws and Regulations

- 2.1.1 The contract shall be construed according to the laws of the State of Missouri. The Contractor and the State of Missouri must follow all applicable federal, state, and local laws and regulations that apply to the

performance of the contract. 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 Department.

## **2.2 Indemnification**

- 2.2.1 Unless expressly provided by Missouri law to the contrary, pursuant to the Constitution of the State of Missouri Article III, section 39, subsections 2 and 5, the state shall not indemnify, hold harmless, or agree in advance to defend, any person or entity.

## **2.3 Legal Proceedings**

- 2.3.1 For any legal action or other proceedings, per section 27.050 and section 27.060, RSMo, the Missouri Attorney General is given the authority to represent the State of Missouri's interests. The venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in circuit court for Cole County, Missouri or the United States District Court for the Western District of Missouri, Central Division.
- 2.3.2 The Contractor and the state agree that if a dispute concerning the contract arises that the parties shall make an attempt to resolve the dispute through informal methods before initiating litigation.
- 2.3.3 The State of Missouri does not agree to any arbitration. The State of Missouri does not voluntarily agree to the payment of attorneys' fees. The State may, but is not required to, mediate any dispute arising under the contract, and any vendor provisions requiring mediation or dispute resolution processes shall not be binding upon the State.

## **2.4 Non-Discrimination and Affirmative Action**

- 2.4.1 The Contractor must comply with applicable federal and state laws and regulations addressing discrimination in employment.

## **2.5 Americans with Disabilities Act**

- 2.5.1 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), ADA is 42 U.S.C. section 1201, et seq.

## **2.6 Non-Appropriation of Funds**

- 2.6.1 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, have been withheld, or have been restricted, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or authority to spend. This includes, but is not limited to, the provisions of the Mo. Const. Article IV, sections 23, 27, 28 and in sections 33.030 and 33.065, RSMo and 1 CSR 10-3.010 (1)(B).

## **2.7 Business Associate Agreement**

- 2.7.1 The Department is 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) and all regulations promulgated pursuant to authority granted therein. The Contractor shall abide by a Business Associate Agreement. The Department's current Business Associate Agreement is contained in Attachment A.
- 2.7.2 Unless the Contractor declares itself to be a Covered Entity as defined in HIPAA regulations, the Contractor shall be a "Business Associate" of the Department, as such term is defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103

## **2.8 Contractor's Personnel**

- 2.8.1 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 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.

2.8.2 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'*. The Contractor shall adhere to 285.525 through 285.550 RSMo.

## **2.9 State Preferences**

2.9.1 If the Contractor's awarded bid included state preferences, the Contractor must comply with the rules applicable to those preferences including:

- a) Section 34.070 and section 34.073 RSMo for Missouri business preferences;
- b) Section 34.074 RSMo and 1 CSR 40-1.050 for Service-Disabled Veteran Enterprises;
- c) Section 34.165 RSMo and 1 CSR 40-1.050 for Organizations for the Blind/Sheltered Workshops; and
- d) Section 34.350 to 34.359 RSMo for the Missouri Domestic Products Procurement Act.

## **2.10 Business Compliance Requirements**

2.10.1 **E-Verify Federal Work Authorization Program, Exhibit #1** - The Contractor must complete and submit a Business Entity Certification and Affidavit of Work Authorization.

- a) For work performed under the contract, the Contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws, including section 285.530, RSMo and Executive Order 07-13. If the Contractor employs personnel not authorized to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse, and to pursue any other remedies permitted by the contract or by applicable state or federal law.
- b) Prior to the performance of any services, a Contractor meeting the definition of a business entity in section 285.525, RSMo, shall maintain enrollment and participation in the E-Verify Federal work authorization program with respect to the employees hired after enrollment in the program for 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 enroll and participate in the E-Verify program.
- c) The Contractor shall only be required to provide the affidavits required in section 285.530.2, RSMo, to the state on an annual basis.

2.10.2 **Federal Funding Unique Identity ID, Exhibit #2** - The Contractor must not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal department or agency pursuant to 2 CFR Part 180, or any other applicable law. The Contractor should provide its Unique Identity ID number and on the Exhibit #2, Federal Funding Unique Identity ID.

- a) 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. The Department reserves the right to terminate the contract due to suspension or debarment of the Contractor or its principals, or failure by the Contractor to provide written notification of suspension or debarment.

- 2.10.3 **Anti-Discrimination Against Israel Act Certification, Exhibit #3** - The Contractor must complete and submit the Anti-Discrimination Against Israel Act Certification if the Contractor meets the definition of a company as defined in section 34.600, RSMo, and has 10 or more employees.
- a) 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.
  - b) If during the life of the contract, the Contractor's business status changes according to section 34.600, RSMo, then the Contractor shall comply with, complete, and submit to the Department an updated Exhibit #3, Anti-Discrimination Against Israel Act Certification.
- 2.10.4 **State of Missouri Tax Compliance - Exhibit #4** - In accordance with section 34.040.7 RSMo, the Contractor must be in tax compliance with the Missouri Department of Revenue. The Missouri Department of Revenue will issue a "Vendor No Tax Due" certificate if the Contractor is properly registered to collect and have properly remitted sales and/or use tax, or if the Contractor is not making retail sales in Missouri. The Contractor certifies by signing the signature page of this original document and any addendum signature page that the Contractor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting agreement award.
- 2.10.5 **Registration of Business Name with the Missouri Secretary of State, Exhibit #5** - In accordance with section 351.572, RSMo, the Contractor **must** obtain a certification of authority from the Missouri Secretary of State, such certification must be either:
- a) Good Standing
  - b) Fictitious Active, or
  - c) Identify how the Contractor's business is exempt from registering with the Missouri Secretary of State.
- 2.10.6 **General Business Compliance** - The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor certifies by signing the signature page of this original document and any amendment signature pages that the Contractor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. Likewise, the Contractor shall remain in compliance with such laws for the duration of the resulting contract. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
- a) Taxes (e.g., city/county/state/federal);
  - b) State and local certifications (e.g., professions/occupations/activities);
  - c) Licenses and permits (e.g., city/county license, sales permits); and
  - d) Insurance (e.g., worker's compensation/unemployment compensation).
- 2.10.7 The Contractor should refer to the Missouri Business Portal at: [Missouri Business Resources](#) for additional information.

## **2.11 Federal Funds Requirements**

- 2.11.1 The Contractor shall understand and agree that the contract may involve the use of federal funds. The Contractor shall comply with applicable Federal Funds Requirements, as amended by the federal government, which may include some or all of the paragraphs contained in Attachment B or other requirements identified by the federal government.
- 2.11.2 If during the Contractor's fiscal year, the Contractor expends \$1,000,000 or more in federal grant funds received from the Department, the Contractor shall have an annual audit conducted in accordance with 2 CFR 200.
- a) The audit shall be conducted by an individual or firm licensed by the Missouri State Board of Accountancy.

- b) The Contractor shall submit a copy of the audit to the Department by the due date for filing the audit with the federal clearinghouse.
- c) Failure to comply with the audit requirements may result in reduction of available allocation of funds, reduction, or suspension of payments to the Contractor or cancellation of this contract between the Department and the Contractor.

2.11.3 The Contractor shall comply with applicable requirements of 31 U.S.C. § 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions.

## **2.12 Open Records**

2.12.1 Pursuant to section 610.021, RSMo, the contract and related documents are available for public review.

## **2.13 Retention of Records and Documents**

2.13.1 Unless specified in writing as a shorter period of time, the Contractor shall preserve and make available with no limitation all books, documents, papers, and records involving transactions related to the contract for a period of 10 years from the date of the cancellation, expiration, or termination of the contract. Records and supporting documentation under audit or involved in litigation shall be kept for two years following the conclusion of the litigation or audit. During the contract period, access to these items shall be provided through a vehicle specified by the Department. During the post contract period delivery and access to these items shall be at no cost to the Department.

## **3) SPECIFIC PERFORMANCE REQUIREMENTS**

### **3.1 Contractor Requirements**

- 3.1.1 The Contractor must provide Board Certified Behavioral Analyst to train staff, designated by the department, the competencies necessary to effectively prevent, minimize, and manage behavioral challenges. Teaching should be based on practices of Applied Behavior Analysis (ABA) using positive reinforcement principles and strategies.
- 3.1.2 The Contractor shall either provide the services directly or shall provide a person/personnel who must comply with the requirements stated herein. Therefore, references to “the Contractor” throughout this document shall also be deemed to include the person/personnel provided by the Contractor.
- 3.1.3 The Contractor must provide training at one of the three facilities, BHC or SLDDTC, at a facility, date, and time agreed upon by the Contractor and the State of Missouri.
- 3.1.4 Training must include, but not limited to, behavioral strategies, physical safety, vehicle safety, and peer aggression focused on de-escalation.
- 3.1.5 Must include strategies to encourage and reinforce positive behaviors.
- 3.1.6 Contractor’s Obligation: Unless otherwise specified herein, the Contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to the Crisis Prevention Training required herein.

### **3.2 Minimum Experience Requirements**

- 3.2.1 The Contractor’s service must meet or exceed the following minimum experience requirements at the time of bid submission and for the duration of the contract:
  - a) Must have experience training staff who care for adults with intellectual and developmental disabilities.
  - b) Must provide a curriculum that is primarily focused on de-escalation and utilizing physical management practices as the last option.
  - c) The contractor’s trainers must be Board Certified Behavior Analyst (BCBA’s)

### **3.3 Qualifications**

- 3.3.1 The Contractors personnel must be Board Certified Behavior Analyst experienced in providing services to facilities with intellectually disabled adults.

### **3.4 Stabilization and De-Escalation Procedures**

- 3.4.1 Provide evidence-based training techniques of behavioral strategies to prevent and manage behavioral challenges.

### **3.5 Physical Management Procedures**

- 3.5.1 Provide training on techniques used, must include basic procedures and procedures during a highly escalated aggressive behavior, ending with the de-escalation of the behavior event.

## **4) General Contractual Requirements**

### **4.1 General**

- 4.1.1 The Contractor shall provide services in accordance with the provisions and requirements stated herein, to the sole satisfaction of the Department.
- 4.1.2 The contract shall consist of any and all of the following documents, as applicable:
  - a) An Invitation for Bid (IFB) and any amendments, attachments and exhibits thereto;
  - b) The proposal or bid submitted by the Contractor in response to the IFB, as accepted by the Department;
  - c) An original contract document; and
  - d) Any subsequent amendments to the contract.
- 4.1.3 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.
- 4.1.4 The Contractor shall represent itself as an independent Contractor offering such services to the general public and shall not represent itself or its employees as employees of the Department or the State of Missouri.
- 4.1.5 The Contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Department.
- 4.1.6 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 to be the official legal record and shall have the same force and effect as would a paper document.
- 4.2 Coordination** - The Contractor shall coordinate all contract activities with designated representatives of the Department.
  - a) Within five calendar days of contract award, the Contractor shall provide the Department with the name, address, e-mail address, and telephone number of the Contractor's representative servicing the contract.
- 4.3 Correspondence** - Electronic mail (e-mail) will be utilized to transmit contract documents and other correspondence from the Department to the Contractor. The Contractor shall ensure the timely review and response to e-mailed documents and information.
  - 4.3.1 The Contractor shall encrypt any electronic correspondence containing information confidential by law.
- 4.4 Collaboration**
  - 4.4.1 In the course of providing the services required herein, the Contractor shall collaborate with other agencies, resources, and individuals, as necessary and appropriate to effectively provide the necessary services. The Contractor shall attend and/or otherwise participate in orientation, planning, training, and other meetings with the Department, as required.

#### **4.5 Personnel and Staffing**

- 4.5.1 The Contractor shall assume all legal and financial responsibility for taxes, FICA, employee benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc.
- 4.5.2 The Department shall have final say on refusal or acceptance of any Contractor's staff.

#### **4.6 Background Security Clearance Report**

- 4.6.1 Prior to providing services under the contract, the Contractor must ensure personnel (including any third-party personnel) pass standard background checks equal to those required by the State of Missouri for employees, and if required by the state to address an audit, the Contractor must attest whether all applicable employees passed background checks. The Contractor shall be responsible for all costs associated with background checks. The Department reserves the right to require the Contractor to provide evidence of employees and all subcontractors and their employees passing a background check. Link to MSHP Criminal Record Check website: [Missouri State Highway Patrol, Criminal Record Check](#). The standard background check shall be a nationwide fingerprint check through Missouri State Highway Patrol completed at a frequency determined by the state.
- 4.6.2 The Department shall have the right to request annual background checks on any Contractor that has worked for the Department greater than 12 months.

#### **4.7 Conflict of Interest**

- 4.7.1 The Contractor agrees that during the term of the contract neither the Contractor nor any of its employees or subcontractors shall acquire any other contractual relationships which create any actual or perceived conflict of interest.

#### **4.8 Contractor Liability**

- 4.8.1 The Contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the Contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the Contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
- 4.8.2 The Contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor under the terms of the contract.
- 4.8.3 The Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- 4.8.4 Under no circumstances shall the Contractor be liable for any of the following: 1) third party claims against the state for losses or damages (other than those listed above); 2) loss of, or damage to, the state's records or data; or 3) economic consequential damages (including lost profits or savings) or incidental damages, even if the Contractor is informed of their possibility.

#### **4.9 Insurance**

- 4.9.1 The Department and the State of Missouri cannot save and hold harmless and/or indemnify the Contractor, its employees, agents, or subcontractors against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract. Therefore, the Contractor shall acquire and maintain adequate liability insurance in the forms and amounts sufficient to protect the State of Missouri, its agencies, its employees and the general public against any loss, damage and/or expense related to his/her performance under the contract.
- 4.9.2 The Contractor shall maintain adequate automobile liability insurance for the operation of any motor vehicle used to provide any form of transportation service related to the services of this contract.
- 4.9.3 If the contract involves the performance of medical services of any type, the Contractor shall maintain adequate liability insurance to cover all medical services rendered.

- 4.9.4 Proof of insurance coverage shall be submitted to the Department as requested. Proof of the insurance coverage shall include, but not be limited to, effective dates of coverage, limits of liability, insurers' names, policy numbers, company, etc. Proof of self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable.
- 4.9.5 Notwithstanding the language in this contract set forth above, the parties recognize that certain Contractors may be entities that are sovereign political subdivisions of the State of Missouri – including but not limited to a department, board or other governmental unit of a city, county, township, etc. In that instance, the Contractor, by entering into this agreement, is not thereby waiving or limiting the rights or defenses it may have with respect to sovereign or governmental immunity, official immunity or any other legal protections applicable under federal or state law, which are afforded to that Contractor and its employees by virtue of the entity's status as a political subdivision of the State of Missouri.

#### **4.10 Confidentiality**

- 4.10.1 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.
- 4.10.2 If required by the Department, the Contractor and any required Contractor personnel shall sign specific documents regarding confidentiality, security, or other similar documents
- 4.10.3 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. Such safeguards shall include, but not be limited to:
- a) Encryption of any portable device used to access or maintain confidential information or use of equivalent safeguard;
  - b) Encryption of any transmission of electronic communication containing confidential information or use of equivalent safeguard;
  - c) Workforce training on the appropriate uses and disclosures of confidential information pursuant to the terms of the contract;
  - d) Policies and procedures implemented by the Contractor to prevent inappropriate uses and disclosures of confidential information by its workforce and subcontractors, if applicable; and
  - e) Any other safeguards necessary to prevent the inappropriate use or disclosure of confidential information.

#### **4.11 Remedies and Rights**

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

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

- 4.12.1 The Contractor shall allow the Department or its authorized representative to inspect and examine the Contractor's premises and/or records which relate to the performance of the contract at any time during the period of the contract and within the period specified herein for the Contractor's retention of records.
- 4.12.2 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, Executive Director, or change in ownership and/or control of the Contractor's organization.

4.12.3 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 the contract or affirm the contract and hold the Contractor responsible for damages, to the extent authorized by law.

#### **4.13 Financial Requirements**

4.13.1 Moneys received by the Contractor as a result of this contract shall not be used to supplant local funds or subsidize services provided to other agencies, organizations, or individuals.

#### **4.14 Subcontractors**

4.14.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the Department and to ensure that the Department and the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the Department and the Contractor.

4.14.2 The Contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.

4.14.3 The Contractor shall understand and agree that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the Contractor of the responsibility for providing the products/services as described and set forth herein.

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

- a) The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
- b) 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.

#### **4.15 Property of State**

4.15.1 All records, 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.

4.15.2 The Contractor shall further agree that no reports, documentation, or material prepared, including the programs developed as required by the contract, shall be used or marketed by the contractor or released to the public without the prior written consent of the Department.

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

#### **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.

- 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/or other documentation;
    - 4) Additional, ongoing contract monitoring/oversight by the Department;
    - 5) Preventing the Contractor from adding new Department funded services, contracts, and accepting new Department referrals; and/or
    - 6) Requiring the submission and implementation of a corrective action plan.
- 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 responsible for the necessary action, the improvement that is expected, a description of how progress will be measured and a description of the actions to be taken to prevent the situation from recurring.
  - c) Failure of the Contractor to submit a written corrective action plan to the Department within the specified timeframes may result in termination of the contract.
  - d) 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 working days of receipt of the Department's notification that changes are required.
  - e) Failure of the Contractor to improve performance within the timeframes required in the approved corrective action plan may result in termination of the contract and/or other remedies available to the Department.

#### **4.17 Amendment, Termination and Renewal**

- 4.17.1 The contract shall not bind, nor purport to bind, the Department for any commitment in excess of the original contract period.
- 4.17.2 Any change, whether by modification and/or supplementation, shall be accomplished by a formal contract amendment.
- 4.17.3 The Department shall have the right, at its sole option, to renew the contract. 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.
- 4.17.4 The Department shall have the right, at its sole option, to consolidate all or portions of related service contracts into a single contract.

- 4.17.5 The contract may be terminated by either party, by giving 60 days advance written notice to the other party at its principal address. The termination shall be effective 60 days from the date of notice, or the date specified in the notice. The Department reserves the right to withdraw any or all clients/individuals before the end of the 60-day period.
- 4.17.6 Any written notice to the Contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, electronic mail, or otherwise delivered to an authorized employee of the Contractor or the Contractor's address of record.
- a) The Contractor shall notify the Department within ten business days of any change to the Contractor's address of record and/or mailing address.
- 4.17.7 **Breach:** The Department may terminate the contract for breach of contract by providing the Contractor with written notice of termination.
- a) The termination shall become effective on the date specified in the notice.
- b) At its sole discretion, the Department may give the Contractor an opportunity to cure the breach.
- c) The Department shall not be required to pay for services rendered or goods provided after the effective date of the termination of the contract.

#### **4.18 Survivability of Terms**

- 4.18.1 The contractual provisions as to definitions, indemnity, warranties, confidentiality, ownership, transition, data, security, examination and auditing, third party use, licenses, liability, insurance, governing law, venue, remedy, and assignment shall survive any payment for goods and services, expiration, termination or cancellation of the contract, and shall continue in full force and effect.

#### **4.19 Miscellaneous**

- 4.19.1 Unless otherwise specified, the Contractor shall be responsible for furnishing all material, labor, facilities, equipment and supplies necessary to perform the services required.
- 4.19.2 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.
- 4.19.3 The Department reserves the right to place a monitor with the Contractor, given any situation described in Section 630.763 RSMo, or when the Department determines that the health, safety, or welfare of the client/individual cannot be adequately assured.
- 4.19.4 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.
- 4.19.5 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.
- 4.19.6 The Contractor agrees to maintain appropriate documentation that it has appropriate systems and controls in place to ensure that any and 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 agrees to make documentation of such compliance and any such license immediately available upon request by the Department

### **5) INVOICING AND PAYMENT SECTION**

#### **5.1 Invoicing Requirements**

- 5.1.1 The Contractor shall perform the services prior to invoicing the Department.
- 5.1.2 The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice and shall include on the invoice the remittance address listed in the Contractor's MissouriBUYS (WebProcure/Proactis/MOVERS) supplier registration.
- 5.1.3 The invoice must include the Contractor name, contract number, Contractor's state supplier number, date of service, and a description of the services provided.
- a) The Contract shall not invoice federal or state tax.

5.1.4 The Contractor shall submit its invoices to:

Bellefontaine Habilitation Center  
10695 Bellefontaine Road  
St. Louis, MO 63137  
Attn: Brenda Root  
Email: [Brenda.Root@dmh.mo.gov](mailto:Brenda.Root@dmh.mo.gov)

- 5.1.5 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 should be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- 5.1.6 The invoice number will be listed on the state's EFT addendum record to enable the Contractor to properly apply state payments to invoices. The Contractor must comply with all other invoicing requirements stated herein.
- 5.1.8 All invoices for services and supplies purchased by the Department shall be subject to late payment charges as provided in section 34.055, RSMo.
- 5.1.9 Final invoices are due by no later than 30 calendar days of the expiration of the contract.
- 5.1.10 Invoicing and payments must follow section 33.120, section 34.055, and section 8.960, RSMo. All payments shall be made in arrears, unless the requirements of 1 CSR 10-3.010 allow for advance payment of goods or services.

**5.2 Payments to the Contractor**

- 5.2.1 The Department shall submit contract payments to the Contractor at the remittance address listed in the Contractor's MissouriBUYS Supplier registration. However, the Contractor shall understand and agree the state reserves the right to make contract payments to the Contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the Contractor must verify and update, if applicable, their Supplier registration with their current remittance address and ACH-EFT payment information at: [MissouriBUYS, powered by MOVERS](#).
- a) The Contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system on the Supplier Payment Services Portal at: [Missouri Supplier Services Portal](#)
- 5.2.2 Payments due under the terms of the contract shall be made by the Department upon receipt of a properly itemized invoice.
- 5.2.3 Other than the payments specified on the pricing page, no other payments or reimbursements shall be made to the Contractor for any reason whatsoever including, but not limited to taxes, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 5.2.4 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 facility may withhold payment or reject invoices under the contract.
- 5.2.5 If a request by the Contractor for payment or reimbursement is denied, the Department shall provide the Contractor with written notice of the reason for denial.
- 5.2.6 If the Contractor is overpaid by the Department, upon official notification by the Department, the Contractor shall provide the Department 1) with a check payable as instructed by the Department in the amount of such overpayment at the address specified by the Department or 2) deduct the overpayment from the monthly invoices as requested by the Department.

## 6) BID SUBMISSION INFORMATION AND REQUIREMENTS

### 6.1 Introduction

- 6.1.1 This section describes the contents and format designed to ensure completeness in the Supplier'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 Supplier with a bid that is the most advantageous to the Department.

### 6.2 Submission of Bids

- 6.2.1 Suppliers have the option of submitting their bid either as an electronic response or as a hard copy response. Instructions on how a registered Supplier responds to a bid on-line are available on the MissouriBUYS, powered by MOVERS website at: [MissouriBUYS, powered by MOVERS, bid response instructions](#) (see Bid Response Instructions for MissouriBUYS, powered by MOVERS). Electronic responses shall not be submitted via email.
- a) Registered Suppliers must submit their bid electronically through MissouriBUYS, powered by MOVERS by completing the applicable on-line pricing and by completing, attaching, and submitting all completed IFB Supplier Response Exhibits and Attachments, (including **Bid Signature Page**) and all other contents of their bid. The registered supplier is instructed to review the IFB submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.
  - b) The exhibits, forms, attachments, and Pricing Page provided herein should be saved and completed by a registered supplier and then sent as an attachment to the electronic submission in MissouriBUYS, powered by MOVERS in PDF format. Other information requested or required may be sent as an attachment in MissouriBUYS, powered by MOVERS. Be sure to include the solicitation number, company name, and a contact name on any electronic attachments. All of the Supplier's response attachments should be searchable. Each attachment submitted in MissouriBUYS, powered by MOVERS must not exceed a 100MB file size.
  - c) **Embedded Files, Hyperlinks, and Video Clips:** The Supplier should **not** include embedded files, hyperlinks, or video clips within their response to the IFB.
- 6.2.2 **Hard Copy Bid Response** - If the Supplier is submitting a bid via the mail or a courier service or is hand delivering the bid, the Supplier should include completed exhibits, forms, and other information concerning the bid with the response. The Supplier is instructed to review the IFB submission provisions carefully.
- a) **Recycled Products** - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the Supplier is requested to print the proposal double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy bids may be submitted in a notebook or binder.
  - b) The Supplier should include an electronic copy of its entire bid, including all attachments, in PDF format on a flash drive.
    - 1) The Supplier should ensure all copies, and all media are identical to the Supplier's hardcopy original bid. In case of a discrepancy, the original hardcopy bid document shall govern.
- 6.2.3 The Supplier is solely responsible for ensuring timely submission of their bid, whether submitting an online response or a hard copy response. Failure to allow adequate time prior to the bid submission end date to complete and submit a bid to the solicitation, particularly in the event technical support assistance is required, places the Supplier and their bid at risk of not being accepted on time.
- a) If a registered Supplier submits an electronic and hard copy bid response and if such responses are not identical, the Supplier should explain which response is valid. In the absence of an explanation, the Department shall consider the response which serves the Department's best interest.
- 6.2.4 **Compliance with Requirements, Terms and Conditions:** Suppliers are cautioned that the State of Missouri shall not award a non-compliant bid. Consequently, any Supplier indicating non-compliance or providing a response in conflict with mandatory requirements, terms, conditions, or provisions of the IFB may result in the Supplier's bid being rendered as non-responsive and eliminated from further consideration for award.

- a) The Supplier 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 Supplier should indicate agreement that, in the event of conflict between the Supplier's bid and the IFB requirements, terms and conditions, the IFB shall govern. Taking exception to the Department's terms and conditions may render a Supplier's bid unacceptable and removed from consideration for award.

6.2.5 In the event the registered supplier attaches information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their proposal must be attached as a separate document and clearly marked as confidential along with an explanation of what qualifies the specific material to be held as confidential pursuant to the provisions of section 610.021, RSMo. The supplier's failure to follow these instructions shall relieve the state of any obligation to preserve the confidentiality of the documents.

6.2.6 Faxed and emailed responses shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

**6.3 Confidential Materials** - Pursuant to section 610.021, RSMo, the supplier's bid and related documents shall be considered an open record after the bids are opened. Therefore, the supplier is advised not to include any information that the supplier does not want to be viewed by the public, including personal identifying information such as social security numbers.

- a) Section 610.011, RSMo, requires that all provisions be "*liberally construed and their exceptions strictly construed*" to promote the public policy that records are open unless otherwise provided by law.
- b) Regardless of any claim by a Supplier as to material being confidential and not subject to copying or distribution, or how a Supplier characterizes any information provided in its bid, all material submitted by the Supplier in conjunction with the IFB is subject to release in relation to a request for public records under the Missouri Sunshine Law (see chapter 610, RSMo). Only information expressly permitted to be closed pursuant to the strictly construed provisions of Missouri's Sunshine Law will be treated as a closed record and withheld from any public request submitted to the Department. The Supplier should presume information provided to the Department in a bid will be public and made available upon request in accordance with the provisions of state law. The Supplier's sole remedy for the state's denial of any confidentiality request shall be limited to withdrawal of their bid in its entirety. It is not the State of Missouri's intention to have requested any confidential material as part of the Supplier's bid. Therefore, Suppliers should NOT include confidential material with their bid.
- c) In no event will the following be considered confidential or exempt from the Missouri Sunshine Law:
  - 1) Supplier's entire bid including client lists, references, proposed personnel, and methodology including deliverables;
  - 2) Supplier's pricing; and
  - 3) Supplier's product specifications unless specifications specifically disclose scientific and technological innovations in which the owner has a proprietary interest (see subsection 15 of section 610.021, RSMo).
- d) **Hard Copy Bid** - If the Supplier is submitting a bid via the mail or a courier service or is hand delivering the bid and submits information with their bid that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their bid must be separated, sealed, and clearly marked as confidential along with an explanation of what qualifies the specific material to be held as confidential pursuant to the provisions of section 610.021, RSMo. The Supplier's failure to follow this instruction shall relieve the state of any obligation to preserve the confidentiality of the documents.

**6.4 Bid Format** - To facilitate the evaluation process, the supplier is encouraged to organize their proposal into the following sections that correspond with the individual evaluation categories described herein. The supplier is cautioned that it is the supplier's sole responsibility to submit information related to the evaluation categories and that the state of Missouri is under no obligation to solicit such information if it is not included with the proposal. The supplier's failure to submit such information may cause an adverse impact on the evaluation of the proposal. The proposal should be page numbered.

- a) Signed page one from the original IFB, and all signed addendums should be placed at the beginning of the proposal.
- b) Cost Proposal (Attachment #1: Pricing Page)
- c) Technical Proposal: The Technical Proposal will include three components: Experience of Organization and Past Performance (Attachment #2), Leadership and Working Team Qualifications (Attachment #3), Proposed Methodology, Approach, and Work Plan (Attachment #4). **The Proposed Methodology, Approach, and Work Plan of the Technical Proposal should be limited to no more than 20 pages, including any exhibits related to the Technical Proposal. Standard fonts, 11 point or above, should be used.**
  - 1) The Technical Proposal should contain only relevant information that is specific to the topic.
- d) Exhibits and Information in their numerical order:
  - ❖ Exhibit #1 - Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization and Documentation (E-Verify)
  - ❖ Exhibit #2 - Federal Funding Unique Identity ID and Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction
  - ❖ Exhibit #3 - Anti-Discrimination Against Israel Act Certification
  - ❖ Exhibit #4 - Vendor No Tax Due Certification
  - ❖ Exhibit #5 - Secretary of State Business Registration
  - ❖ Exhibit #6 - Employee/Conflict of Interest

## 6.5 Evaluation and Award Process

- 6.5.1 After determining that a proposal satisfies the mandatory requirements stated in the invitation for bid, the evaluators shall use both objective analysis and subjective judgment in conducting an assessment of the proposal in accordance with the evaluation criteria stated below and the scoring details delineated in attachment #5. The contract shall be awarded to the lowest and best proposal.

| Evaluation Criteria                                                                                                                                                            | Evaluation Element              | Maximum Points    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-------------------|
| <b>COST PROPOSAL</b>                                                                                                                                                           |                                 | <b>100</b>        |
| <b>Experience of Organization and Past Performance</b>                                                                                                                         |                                 | <b>30</b>         |
|                                                                                                                                                                                | Experience of Organization      | 15                |
|                                                                                                                                                                                | Case Study #1                   | 5                 |
|                                                                                                                                                                                | Case Study #2                   | 5                 |
|                                                                                                                                                                                | Case Study #3                   | 5                 |
| <b>Personnel Qualifications</b>                                                                                                                                                |                                 | <b>30</b>         |
|                                                                                                                                                                                | Leadership Team                 | 15                |
|                                                                                                                                                                                | Working Team                    | 15                |
| <b>TECHNICAL PROPOSAL</b>                                                                                                                                                      |                                 | <b>40</b>         |
| <b>Proposed Methodology, Approach, and Work Plan</b>                                                                                                                           |                                 |                   |
|                                                                                                                                                                                | Stabilization and De-Escalation | 20                |
|                                                                                                                                                                                | Physical Management             | 20                |
| <b>TOTAL</b>                                                                                                                                                                   |                                 | <b>200 points</b> |
| Details for each of the evaluation categories, evaluation criteria, and evaluation elements outlined above are further defined in the following sections and on Attachment #5. |                                 |                   |

- 6.5.2 The Supplier is advised that evaluators will be used to review and assess the bid for responsiveness to the mandatory requirements of the IFB and in accordance with the subjective evaluation criteria stated in the IFB. The ethical standards of 1 Code of State Regulation (CSR) 40-1.050(10)(O) will apply to evaluators. Suppliers can be sanctioned for unauthorized contact with any evaluator under 1 CSR 40-1.060(8)(G) and (H) available at: [Secretary of State, State Regulation, 1 CSR 40](#).
- 6.5.3 After an initial screening process, a question-and-answer conference or interview may be conducted with the Supplier, if deemed necessary by the Department. In addition, the Supplier may be asked to make an

oral presentation of their bid during the conference. Attendance cost at the conference shall be at the Supplier's expense. Such conference shall be coordinated by the Department.

- 6.5.4 In the event only one bid is received, the Department reserves the right to review the bid to determine if the Supplier is responsive, responsible, and reliable.

## **6.6 Evaluation of Cost**

- 6.6.1 Pricing – The Supplier **must** provide pricing for all line items as required on the Pricing Page, including all renewal pricing.

- 6.6.2 Objective Evaluation of Cost – The cost evaluation shall be based on a total cost for the Crisis Prevention Training determined using the quantities and prices provided on the Pricing Page for the original contract period and each potential renewal period.

- a) Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

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

- 6.6.3 Prompt Payment Discount: The supplier is encouraged to propose price discounts for prompt payment that would benefit the State of Missouri. However, since such discounts would be conditional upon the Department being able to meet the payment deadline, such discount shall not be considered in the cost bid evaluation.

## **6.7 Evaluation of Experience of Organization and Past Performance**

- 6.7.1 The Technical Proposal should provide overall relevant experience and three past performance case studies using the format on Attachment #2. The case studies should be no longer than one page and summarize the project's context, objectives, approach, and impact achieved relevant to the Supplier's proposal. At least one case study should have been completed within the past three years. The case studies should involve work for a government agency of similar scale and complexity as the Department of Mental Health. The case studies should include the name and contact information for a client representative who can speak to the scope, quality, and impact of the Supplier's work. The Department may or may not contact these references during the review process. For evaluation purposes, only the first two past performance case studies will be considered. Any additional past performance case studies submitted will not be evaluated.
- 6.7.2 The Supplier's past performance will be rated using the adjectival rating system as defined in Table 1 of Attachment #5. Details on the rating and scoring of the Past Performance can be found in Table 2 of Attachment #5.

## **6.8 Evaluation of Personnel Qualifications**

- 6.8.1 The Technical Proposal should provide detailed information on the experience and qualifications of the Supplier's proposed personnel using the format on Attachment #3.
- 6.8.2 Personnel Expertise - The Supplier should provide the information requested on Attachment #4 for each key person proposed to provide the services required herein. The Supplier may also submit resumes for such key personnel. If additional personnel resources are proposed to be provided, the Supplier may provide information for such personnel by completing Attachment #3.
- a) The information should identify any relevant qualifications and experience of the person in performing services similar to the services required herein.
- b) The Supplier is cautioned to not submit any information that would be considered confidential (e.g. home addresses, personal phone numbers, social security numbers).
- c) If personnel are not yet hired, the Supplier should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

- d) Licenses - The Supplier should submit a copy of all licenses and/or certifications related to the performance of the services required herein that are held by the personnel proposed to provide such services. If not submitted with the proposal, the Department reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

6.8.3 The Supplier's Personnel Qualifications will be rated using the adjectival rating system as defined in Table 3 of Attachment #5. Details on the rating and scoring of the Personnel Qualifications can be found on Table 4 of Attachment #5.

## **6.9 Evaluation of Proposed Methodology, Approach, And Work Plan**

6.9.1 The Technical Proposal should present a Proposed Methodology, Approach, and Work Plan that demonstrates the method or manner in which the Supplier proposes to satisfy the requirements of the IFB using the format on Attachment #4 - Technical Proposal-Proposed Methodology, Approach, and Work Plan.

6.9.2 The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.

6.9.3 Implementation Plan - The Supplier should complete Attachment #4, Technical Proposal-Proposed Methodology, Approach, and Work Plan or any other format; to describe the proposed schedule for the implementation of the required services beginning from the day the Department provides authorization to the Contractor to proceed with contract services to the day services are fully operational. The Supplier should present the information as calendar days rather than actual dates. In the event of overlapping or concurrent tasks, a timeline (PERT, bar, line, etc.) may be used. If the Supplier is already providing the services, the Supplier should provide a statement of readiness.

6.9.4 The Supplier's Proposed Methodology, Approach, and Work Plan will be rated using the adjectival rating system as defined in Table 5 of Attachment #5. Details on the rating and scoring of the Proposed, Methodology, Approach, and Work Plan can be found in Table 6 of Attachment #4.

## **6.10 Business Compliances**

6.10.1 **Affidavit of Work Authorization and Documentation - Exhibit #1** - Pursuant to section 285.530, RSMo, if the Supplier meets the section 285.525, RSMo, definition of a "business entity" [Chapter 285.525 RSMo Definitions](#), the Supplier must affirm the Supplier'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 Supplier should complete applicable portions of Exhibit #1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit #1 must be submitted prior to an award of a contract.

6.10.2 **Federal Funding Unique Identity ID - Exhibit #2** - Federal Funding Unique Identity ID - The supplier must not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal Department or agency pursuant to 2 CFR Part 180, or any other applicable law. The supplier should provide its Unique Identity ID number and, on the Exhibit #2, Federal Funding Unique Identity ID.

6.10.3 **Anti-Discrimination Against Israel Act Certification Exhibit Instructions - Exhibit #3** - Regardless of company status or number of employees, Supplier is requested to complete and submit the applicable portion of Exhibit #3- Anti-Discrimination Against Israel Act Certification with their response. Pursuant to section 34.600, RSMo, if the Supplier meets the section 34.600, RSMo, definition of a "company" [Chapter 34.600, Citation of law](#) and the Supplier has 10 or more employees, the Supplier must certify in writing that the Supplier 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 Exhibit #3 must be submitted prior to an award of a contract.

6.10.4 **State of Missouri Tax Compliance - Exhibit #4** - In accordance with section 34.040.7 RSMo, the Supplier must be in tax compliance with the Missouri Department of Revenue. The Missouri Department of Revenue will issue a "Vendor No Tax Due" certificate if the Supplier is properly registered to collect and have properly remitted sales and/or use tax, or if the Supplier is not making retail sales in Missouri.

6.10.5 **Registration of Business Name with the Missouri Secretary of State - Exhibit #5** - In accordance with section 351.572, RSMo, the Supplier must obtain a certification of authority from be properly registered with the Missouri Secretary of State or identify how the Supplier's business is exempt from registering with the Missouri Secretary of State.

## Attachment A – Business Associate Agreement

(rev 12-29-2025)

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

- l) "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Agreement.
  - m) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.
  - n) "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 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 and comply with Subpart C of 45 CFR Part 164 to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:

- a) Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;
- b) Policies and procedures implemented by the Contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and sub-contractors, 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 sub-contractor 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 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 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 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 amendments 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 calendar 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 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 calendar 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 dates of the incident and the dates 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 this agreement for a minimum of six 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 Agreement 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 employees, agents or sub-contractors. 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 limitations 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 sub-contractor 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, BID SUBMITTAL CHECKLIST

The following table is provided to assist the supplier in completing their bid. It is the supplier's sole responsibility to ensure that all mandatory requirements are met and that their bid, including all exhibits, are properly completed and submitted with their bid. The supplier may want to check the Task Complete boxes to ensure that each of these items are completed and/or submitted with the supplier's response.

| No.                                                                                                | <b>Description</b> – While not all documents/items listed below are mandatory in submitting a responsive bid, failure to provide adequate information to completely address the specified evaluation criteria may at least result in minimal subjective consideration and may result in <u>rejection</u> of the supplier's response. | <b>Task Complete</b>     |
|----------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| 1)                                                                                                 | Complete and sign <b>Bid Signature Page</b> .                                                                                                                                                                                                                                                                                        | <input type="checkbox"/> |
| 2)                                                                                                 | Complete all pricing required on <b>Attachment #1, Pricing Pages</b> .                                                                                                                                                                                                                                                               | <input type="checkbox"/> |
| 3)                                                                                                 | Complete <b>Technical Bid Attachment #2, Experience of Organization and Past Performance</b> .                                                                                                                                                                                                                                       | <input type="checkbox"/> |
| 4)                                                                                                 | Complete <b>Technical Bid Attachment #3, Personnel Qualifications</b> .                                                                                                                                                                                                                                                              | <input type="checkbox"/> |
| 5)                                                                                                 | Complete <b>Technical Bid Attachment #4, Methodology, Approach, Work Plan, and Technical Capabilities Plan</b> .                                                                                                                                                                                                                     | <input type="checkbox"/> |
| 6)                                                                                                 | <b>Attachment #5, Evaluation Criteria for Technical Proposal</b> (Do not return with response)                                                                                                                                                                                                                                       |                          |
| 7)                                                                                                 | Complete and sign <b>Business Compliance Exhibit #1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization</b> (be sure to complete and return the Affidavit of Work Authorization and the supplier's E-Verify Memorandum of Understanding, if required).                                     | <input type="checkbox"/> |
| 8)                                                                                                 | Complete <b>Business Compliance Exhibit #2, Federal Funding Unique Identity ID</b> .                                                                                                                                                                                                                                                 | <input type="checkbox"/> |
| 9)                                                                                                 | Complete and sign <b>Business Compliance Exhibit #3, Anti-Discrimination Against Israel Act Certification</b> .                                                                                                                                                                                                                      | <input type="checkbox"/> |
| 10)                                                                                                | Complete <b>Business Compliance Exhibit #4, State of Missouri Tax Compliance</b> and attach "Vendor No Tax Due" certificate.                                                                                                                                                                                                         | <input type="checkbox"/> |
| 11)                                                                                                | Complete <b>Business Compliance Exhibit #5, Registration of Business Name with the Missouri Secretary of State</b> .                                                                                                                                                                                                                 | <input type="checkbox"/> |
| 14)                                                                                                | Complete <b>Business Compliance Exhibit #6, Services Outside the United States</b> .                                                                                                                                                                                                                                                 | <input type="checkbox"/> |
| 15)                                                                                                | Complete <b>Business Compliance Exhibit #7, Employee Conflict of Interest</b> .                                                                                                                                                                                                                                                      | <input type="checkbox"/> |
| <b>REMINDER:</b> Suppliers do not need to return IFB Sections 1 through 6 with their bid response. |                                                                                                                                                                                                                                                                                                                                      |                          |

## ATTACHMENT C: FEDERAL FUNDS REQUIREMENTS

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### 1.1 Federal Fund Requirements

The Contractor shall understand and agree that the contract involves the use of federal funds. Upon award of the contract, the Department will provide the Contractor the federal fund information. In the event the federal fund information changes, the Contractor will be notified in writing by the Department.

- 1.1.1 Federal Debarment and Suspension (Executive Orders 12549 and 12689) - The Contractor certifies by signing the front page of this document that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal department or agency pursuant to 2 CFR Part 180, or any other applicable law.
- 1.1.2 Applicable Laws and Regulations and Public Policy Requirements - In performing its responsibilities under the contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR, Chapter 1, Chapter, II, Part 200, et al.), as applicable, including any subsequent amendments.
  - a) 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. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination.
- 1.1.3 Stevens Amendment - The Contractor shall not issue any statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal funds without the prior approval of the Department, and the Contractor shall clearly state the following:
  - a) The percentage of the total costs of the program or project that will be financed with federal money;
  - b) The dollar amount of federal funds for the project or program; and
  - c) The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- 1.1.4 Publicity - Any publicity releases and publications mentioning contract activities shall reference the contract number and the Department. The Contractor shall obtain approval from the Department prior to the release of such publicity release or publications.
- 1.1.5 Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements - The Contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements" and any implementing regulations, as applicable.
- 1.1.6 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Certification Regarding Lobbying - The Contractor shall comply with all requirements of 31 U.S.C. 1352 that is incorporated herein as if fully set forth.
  - a) The Contractor certifies by signing the first page of the document that no federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b) The Contractor certifies that no funds under the contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State or local legislature or legislative body. The Contractor shall not use any funds under the contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

- c) The Contractor certifies that no funds under the contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed, or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.
- d) The above prohibitions include any activity to advocate or promote any proposed, pending, or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- e) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
  - 1) The Contractor shall require that the language of this section be included in the award documents for all sub-awards at all levels (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
    - Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
  - 2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

1.1.7 Drug Free Workplace Act - The Contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor 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 working days after the conviction.

1.1.8 Pro-Children Act - The Contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081).

- a) The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds.
  - 1) The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- b) The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.
- c) The Contractor shall require the language of this certification be included in any sub-contract or sub-award that contains provisions for children's services and that all sub-recipients shall certify accordingly.
- d) Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000.00 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

#### 1.1.9 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 sub-grantee 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 sub-contractor or sub-grantee.

#### 1.1.10 Human Rights and Affirmative Action:

- a) The Contractor shall comply with all federal and state statutes, regulations, and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to the following:
  - 1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) that 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 that prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
  - 2) Equal Pay Act of 1963 (P.L. 88-38, as amended, 29 U.S.C. Section 206(d));
  - 3) Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) that prohibits discrimination on the basis of sex;
  - 4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), and Americans with Disabilities Act Amendments Act of 2008 (Public Law 110-325, “ADAAA”) which prohibit discrimination on the basis of disabilities;
  - 5) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) that prohibits discrimination on the basis of age;
  - 6) Equal Employment Opportunity – E.O. 11246, “Equal Employment Opportunity”, as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity”;
  - 7) Genetic Information Non-Discrimination Act (GINA)
  - 8) Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;
  - 9) Missouri Governor’s E.O. #94-03 (excluding article II due to its repeal);
  - 10) Missouri Governor’s E.O. #10-24; and
  - 11) The requirements of any other nondiscrimination federal and state statutes, regulations, and executive orders that may apply to the services provided via the contract.
- b) In connection with the furnishing of equipment, supplies, and/or services under the contract, the Contractor and all sub-contractors 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 sub-contractor employs at least 50 persons, the Contractor shall have and maintain an affirmative action program that shall include:
  - 1) A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
  - 2) The identification of a person designated to handle affirmative action;
  - 3) 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;
  - 4) The exclusion of discrimination from all collective bargaining agreements; and

- 5) Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
  - c) If discrimination by a Contractor is found to exist, the Division of Purchasing shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Division of Purchasing 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.
- 1.1.11 Clean Air Act and Federal Water Pollution Control Act - 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.*).

**ATTACHMENT #1**  
**PRICING PAGE**

- 1) **Mandatory Pricing Pages Requirements:** The supplier shall provide firm, fixed pricing for Crisis Prevention Training pursuant to all mandatory requirements herein. The supplier must clearly describe any one-time required firm, fixed costs necessary to meet the IFB requirements herein. The supplier must indicate any other relevant information related to the pricing of their proposed products/services. Pricing must include all start-up cost and training. The supplier must provide firm, fixed pricing for all products and services needed to meet the requirements identified herein and to fulfill all of the supplier's commitments included in their bid thereto. The supplier must understand and agree, if awarded a contract, no additional costs shall be assessed to the Department to meet the requirements identified herein unless the Department amends the contract to request additional Scope of Work.
- 2) **Required Pricing:** The supplier shall provide firm, fixed pricing for the specified items listed in the table below. Pricing shall include all applicable costs necessary for the Crisis Prevention Training. Add line items if needed (*UNSPSC Codes: 86000000* )

| Line Item | Description                                    | Qty | UOM | Initial Contract Period Firm, Fixed Price | 1 <sup>st</sup> Renewal Contract Period Maximum Price | 2 <sup>nd</sup> Renewal Contract Period Maximum Price |
|-----------|------------------------------------------------|-----|-----|-------------------------------------------|-------------------------------------------------------|-------------------------------------------------------|
| 1         | Trainer Training                               | 26  | ea  | \$ _____<br>Per Person                    | \$ _____<br>Per Person                                | \$ _____<br>Per Person                                |
| 2         | Trainer Recertification                        | 26  | ea  | \$ _____<br>Per Person                    | \$ _____<br>Per Person                                | \$ _____<br>Per Person                                |
| 3         | Advanced Skills Module Trainer Training        | 26  | ea  | \$ _____<br>Per Person                    | \$ _____<br>Per Person                                | \$ _____<br>Per Person                                |
| 4         | Advanced Skills Module Trainer Recertification | 26  | ea  | \$ _____<br>Per Person                    | \$ _____<br>Per Person                                | \$ _____<br>Per Person                                |
| 5         | Training Certificates                          | 26  | ea  | \$ _____<br>Per Person                    | \$ _____<br>Per Person                                | \$ _____<br>Per Person                                |
| 6         | Manuals                                        | 26  | ea  | \$ _____<br>Per Person                    | \$ _____<br>Per Person                                | \$ _____<br>Per Person                                |

- 4) **Prompt Payment Discount:** The supplier is encouraged to propose price discounts for prompt payment that would benefit the State of Missouri. Any proposed discounts are conditional based upon the Department's ability to meet the payment deadline. Therefore, any proposed prompt payment discounts cannot be considered in the cost bid evaluation.

|                      |
|----------------------|
| Supplier's Response: |
|----------------------|

**ATTACHMENT #2**  
**TECHNICAL PROPOSAL**  
**EXPERIENCE OF ORGANIZATION AND PAST PERFORMANCE**

**Experience of Organization and Past Performance Submission Instructions:** The supplier should provide the information requested below regarding the supplier's compliance with the minimum experience requirements identified in the IFB. Additionally, the supplier should provide the same information for their proposed sub-contractors, as applicable.

**EXPERIENCE OF ORGANIZATION**

The supplier should describe their overall experience relative to the information requested below that demonstrates similar scope and magnitude of effort, including identifying the recentness of that experience.

Provide a brief company history, including the number of years in business as currently constituted.

Describe the nature of the supplier's business, including type of products and/or services provided/performed.

**IFB Experience Provisions**

**Describe Supplier's Corresponding Experience**

3.2.1 (a) Experience training staff who care for adults with intellectual disabilities

3.2.1 (b) Experience with De-escalation Processes

3.4.1 Experience with behavioral strategies used to prevent and manage behavioral challenges.

3.5.1 Experience with Process during a highly escalated aggressive behavior

**ATTACHMENT #2**  
**TECHNICAL PROPOSAL-CONTINUED**  
**EXPERIENCE OF ORGANIZATION AND PAST PERFORMANCE CONTINUED**

**PAST PERFORMANCE - CASE STUDIES**

The supplier should provide three past performance case studies for projects where the products and/or services in the IFB are currently in use or recently used as an indicator of the supplier's past performance. The three case studies should represent the same scope and magnitude of effort and complexity required in the IFB and be recent.

The case study should include the name and contact information for a client representative who can speak to the scope, quality, and impact of the supplier's work. The state, at its discretion, may or may not contact any of the case studies provided by the supplier.

The supplier should clearly indicate if case studies are for proposed sub-contractors.

Additional Case Studies: In the event the supplier submits more case studies than requested, for evaluation purposes only the first case studies up to the number requested will be considered. Any additional case studies will not be evaluated.

**The supplier should duplicate and complete the following table for each case study presented.**

**CASE STUDY**

|                                                                                                                                            |                                                                                                   |
|--------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| <b>Project Title</b>                                                                                                                       |                                                                                                   |
| <b>Duration of the Project</b>                                                                                                             |                                                                                                   |
| <b>Specific Contact Information:</b>                                                                                                       | Organization Name:<br>Contact Person Name:<br>Contact Telephone Number:<br>Contact Email Address: |
| <b>Project Annual Budget</b>                                                                                                               |                                                                                                   |
| <b>Timeframe<br/>Products/Services Provided:<br/>(e.g., July 2020 – June 2022)</b>                                                         |                                                                                                   |
| <b>Public Sector?</b>                                                                                                                      | Yes <input type="checkbox"/> No <input type="checkbox"/>                                          |
| <b>The supplier should summarize below the work performed on the project, the project's objectives, and approach relevant to this IFB.</b> |                                                                                                   |
|                                                                                                                                            |                                                                                                   |

**ATTACHMENT #3  
TECHNICAL PROPOSAL  
LEADERSHIP TEAM QUALIFICATIONS – PERSONNEL BIOGRAPHIES**

**PERSONNEL QUALIFICATIONS BIOGRAPHY INSTRUCTIONS**

**Personnel:** The supplier should submit no more than four Personnels' biographies for consideration in the evaluation. For evaluation purposes, only the first four biographies will be considered. Any additional biographies submitted will not be evaluated.

**Additional Biographies:** In the event the supplier submits more biographies than requested, for evaluation purposes only the first biographies up to the number requested will be considered. Any additional biographies will not be evaluated.

**The supplier should duplicate and complete the following table for each proposed personnel member.**

**PERSONNEL MEMBER BIOGRAPHY**

|                                        |  |
|----------------------------------------|--|
| <b>Name:</b>                           |  |
| <b>Title:</b>                          |  |
| <b>Proposed project role:</b>          |  |
| <b>% of time committed to project:</b> |  |

**Education, Certifications, and Other Distinctions**

| <b>Degree, certification, or other distinctions</b> | <b>Institution</b>                   | <b>Date</b> |
|-----------------------------------------------------|--------------------------------------|-------------|
| Example: BA, Business Administration                | Washington University in Saint Louis |             |
| Example: Lean Six Sigma Black Belt                  | Villanova University (online)        |             |
|                                                     |                                      |             |
|                                                     |                                      |             |

**Employment History**

| <b>Organization</b>      | <b>Role</b>                                        | <b>Dates</b> |
|--------------------------|----------------------------------------------------|--------------|
| Example: Current Company | Partner and leader of organization design practice | 2014-present |
| Example: Company ABC     | Director, Strategy and Continuous Improvement      | 2010-2012    |
|                          |                                                    |              |
|                          |                                                    |              |
|                          |                                                    |              |

**Specific Experience Relevant to Project**

| <b>Project Personnel/Position</b> | <b>Specific Experience or Qualification</b> | <b>Personnel Member's Years of Experience</b> | <b>Brief description of personnel member's relevant experience (e.g. specific projects; previous employment)</b> |
|-----------------------------------|---------------------------------------------|-----------------------------------------------|------------------------------------------------------------------------------------------------------------------|
|                                   |                                             |                                               |                                                                                                                  |
|                                   |                                             |                                               |                                                                                                                  |
|                                   |                                             |                                               |                                                                                                                  |
|                                   |                                             |                                               |                                                                                                                  |
|                                   |                                             |                                               |                                                                                                                  |
| Other                             |                                             |                                               |                                                                                                                  |

**Other Experience or Background Information**

|  |
|--|
|  |
|--|

**ATTACHMENT #3, CONTINUED**  
**TECHNICAL PROPOSAL**  
**WORKING TEAM QUALIFICATIONS – PERSONNEL BIOGRAPHIES**

**PERSONNEL QUALIFICATIONS BIOGRAPHY INSTRUCTIONS**

**Personnel:** The supplier should submit no more than four Personnels' biographies for consideration in the evaluation. For evaluation purposes, only the first four biographies will be considered. Any additional biographies submitted will not be evaluated.

**Additional Biographies:** In the event the supplier submits more biographies than requested, for evaluation purposes only the first biographies up to the number requested will be considered. Any additional biographies will not be evaluated.

**The supplier should duplicate and complete the following table for each proposed personnel member.**

**PERSONNEL MEMBER BIOGRAPHY**

|                                        |  |
|----------------------------------------|--|
| <b>Name:</b>                           |  |
| <b>Title:</b>                          |  |
| <b>Proposed project role:</b>          |  |
| <b>% of time committed to project:</b> |  |

**Education, Certifications, and Other Distinctions**

| <b>Degree, certification, or other distinctions</b> | <b>Institution</b>                   | <b>Date</b> |
|-----------------------------------------------------|--------------------------------------|-------------|
| Example: BA, Business Administration                | Washington University in Saint Louis |             |
| Example: Lean Six Sigma Black Belt                  | Villanova University (online)        |             |
|                                                     |                                      |             |
|                                                     |                                      |             |

**Employment History**

| <b>Organization</b>      | <b>Role</b>                                        | <b>Dates</b> |
|--------------------------|----------------------------------------------------|--------------|
| Example: Current Company | Partner and leader of organization design practice | 2014-present |
| Example: Company ABC     | Director, Strategy and Continuous Improvement      | 2010-2012    |
|                          |                                                    |              |
|                          |                                                    |              |
|                          |                                                    |              |

**Specific Experience Relevant to Project**

| <b>Project Personnel/Position</b> | <b>Specific Experience or Qualification</b> | <b>Personnel Member's Years of Experience</b> | <b>Brief description of personnel member's relevant experience (e.g. specific projects; previous employment)</b> |
|-----------------------------------|---------------------------------------------|-----------------------------------------------|------------------------------------------------------------------------------------------------------------------|
|                                   |                                             |                                               |                                                                                                                  |
|                                   |                                             |                                               |                                                                                                                  |
|                                   |                                             |                                               |                                                                                                                  |
|                                   |                                             |                                               |                                                                                                                  |
|                                   |                                             |                                               |                                                                                                                  |
| Other                             |                                             |                                               |                                                                                                                  |

**Other Experience or Background Information**

|  |
|--|
|  |
|--|

**ATTACHMENT #4  
TECHNICAL PROPOSAL  
PROPOSED METHODOLOGY, APPROACH, AND WORK PLAN**

**General Instructions:** The supplier should provide the requested information for each of the following sections. The state will assess each bid based on the responses provided by the supplier.

**Direction for Supplier:** The supplier should describe how the proposed services meet the requirements identified in Section 3, by addressing the following questions:

**3.4.1– Stabilization and De-Escalation Procedures**

- a) Describe evidence based behavioral strategies used to prevent and manage challenging behaviors.
- b) Describe curriculum primarily focused on de-escalation.

**3.5.1 Physical Management Procedures**

- a) Describe physical procedures used to protect individuals and staff.
- b) Describe procedures starting with crisis to de-escalation.
- c) Describe techniques and any protective equipment used during an escalated behavior crisis.
- d) Proposed Sub-contractors: The supplier should identify any sub-contractors proposed to provide any of the services required herein.

| Proposed Sub-contractor<br>Name and Address | Service Proposed to be Provided by the<br>Proposed Sub-contractor |
|---------------------------------------------|-------------------------------------------------------------------|
|                                             |                                                                   |
|                                             |                                                                   |

**ATTACHMENT #5**  
**EVALUATION CRITERIA FOR TECHNICAL PROPOSAL**

As explained in Section 6.5, **Evaluation and Award Process**, proposals will be evaluated using the weighting of factors found in that section.

**SCORING OF ORGANIZATION PAST PERFORMANCE**

The state will assess the Supplier's Past Performance based upon the adjectival categories in Table 1:

| <b>TABLE 1</b>                               |                                                                                                                                                                                                                                                                                       |
|----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PAST PERFORMANCE/CASE STUDY/REFERENCE</b> |                                                                                                                                                                                                                                                                                       |
| <b>Rating</b>                                | <b>Definition</b>                                                                                                                                                                                                                                                                     |
| <b>Distinctive</b>                           | Past performance was recent and involved essentially the same scope and magnitude of effort and complexities required in this IFB. Reference indicated past performance significantly exceeded overall requirements and expectations; delivered significant and/or innovative impact. |
| <b>Superior</b>                              | Past performance was recent involved similar scope and magnitude of effort and complexities required in the IFB. Reference indicated past performance exceeded requirements on some dimensions.                                                                                       |
| <b>Satisfactory</b>                          | Past performance was relatively recent and involved some of the scope and magnitude of effort and complexities required in the IFB. Reference indicated past performance met minimum requirements.                                                                                    |
| <b>Marginal</b>                              | Past performance met requirements, but only after significant extra effort, significant delay, significant scope revisions were found necessary, and/or other adverse factors.                                                                                                        |
| <b>Unsatisfactory</b>                        | Past performance is not relevant to the requirements in the IFB or resulted in failed project/work due to mainly to the fault of the Supplier.                                                                                                                                        |

The adjectival rating for each Past Performance Reference Case Study will have a point value as shown in Table 2:

| <b>TABLE 2</b>                         |                    |                 |                     |                 |                       |
|----------------------------------------|--------------------|-----------------|---------------------|-----------------|-----------------------|
|                                        | <b>Distinctive</b> | <b>Superior</b> | <b>Satisfactory</b> | <b>Marginal</b> | <b>Unsatisfactory</b> |
| <b>Case study #1</b>                   | 5                  | 4               | 3                   | 1               | 0                     |
| <b>Case study #2</b>                   | 5                  | 4               | 3                   | 1               | 0                     |
| <b>Case study #3</b>                   | 5                  | 4               | 3                   | 1               | 0                     |
| <b>Total Relevant Experience Score</b> | <b>15</b>          | <b>12</b>       | <b>9</b>            | <b>3</b>        | <b>0</b>              |

**SCORING OF TEAM QUALIFICATIONS**

The state will assess the Team Qualifications based upon the adjectival categories in Table 3.

| <b>TABLE 3</b>        |                                                                                                                                                                                                                                                                                                                                                                                    |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Rating</b>         | <b>Definition</b>                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Distinctive</b>    | Team exceeds the requirements with superlative experience, qualifications, and/or expertise in a way that promises significant benefits to the government; team has track record of delivering significant impact in complex and demanding situations, and/or recognized as leaders or emerging leaders among relevant peer groups; high confidence with the team's qualifications |
| <b>Superior</b>       | Team meets all requirements and offers experience, qualifications, and demonstrated expertise that goes beyond stated requirements; no material weaknesses; confidence with the team's qualifications                                                                                                                                                                              |
| <b>Satisfactory</b>   | Team meets all requirements; offers no significant benefits beyond the stated requirements; no significant weaknesses exist; reasonable confidence with the team's qualifications                                                                                                                                                                                                  |
| <b>Marginal</b>       | Team has one or more significant weaknesses; significant weaknesses are manageable; moderate confidence with the team's qualifications                                                                                                                                                                                                                                             |
| <b>Unsatisfactory</b> | Team has several significant weaknesses; which present significant risks to project delivery; little or no confidence with the team's qualifications                                                                                                                                                                                                                               |

The adjectival rating for **Leadership Team** and **Working Team** will have a point value as shown in Table 4:

| <b>TABLE 4</b>          |                    |                 |                     |                 |                       |
|-------------------------|--------------------|-----------------|---------------------|-----------------|-----------------------|
|                         | <b>Distinctive</b> | <b>Superior</b> | <b>Satisfactory</b> | <b>Marginal</b> | <b>Unsatisfactory</b> |
| Leadership Team         | 15                 | 10              | 5                   | 3               | 0                     |
| Working Team            | 15                 | 10              | 5                   | 3               | 0                     |
| <b>Total Team Score</b> | <b>30</b>          | <b>20</b>       | <b>10</b>           | <b>6</b>        | <b>0</b>              |

#### **SCORING OF PROPOSED METHODOLOGY, APPROACH, AND WORK PLAN**

The state will assess the Proposed Methodology, Approach, and Work Plan based upon the adjectival categories in Table 5.

| <b>TABLE 5</b>        |                                                                                                                                                                                                                                                     |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Rating</b>         | <b>Definition</b>                                                                                                                                                                                                                                   |
| <b>Distinctive</b>    | Proposal exceeds the requirements in a way that promises significant benefits to the government; proposal presents <b>innovative</b> , and/or best-in-class solutions; high confidence in the proposed approach                                     |
| <b>Superior</b>       | Proposals meets all requirements; proposal offers some benefits beyond the stated requirements; no material weaknesses; high confidence in the proposed approach                                                                                    |
| <b>Satisfactory</b>   | Proposal meets all requirements; proposal offers no significant benefits beyond the stated requirements; no significant weaknesses exist; reasonable confidence in the proposed approach                                                            |
| <b>Marginal</b>       | Proposal has one or more significant weaknesses, and proposal provides limited details; significant weaknesses are correctable without major revisions to the proposal; moderate confidence in the proposed approach                                |
| <b>Unsatisfactory</b> | Proposal has several significant weaknesses, and proposal lacks detail and/or clarity, for which correction would require major revisions or redirection of the proposal and/or proposal solution; little or no confidence in the proposed approach |

The adjectival rating for the specific elements of the **Proposed Methodology, Approach, and Work Plan** will have the point values as shown in Table 6:

| <b>TABLE 6</b>                  |                    |                 |                     |                 |                       |
|---------------------------------|--------------------|-----------------|---------------------|-----------------|-----------------------|
|                                 | <b>Distinctive</b> | <b>Superior</b> | <b>Satisfactory</b> | <b>Marginal</b> | <b>Unsatisfactory</b> |
| Stabilization and De-Escalation | 20                 | 15              | 10                  | 5               | 0                     |
| Physical Management             | 20                 | 15              | 10                  | 5               | 0                     |
| <b>Total Performance Score</b>  | <b>40</b>          | <b>30</b>       | <b>20</b>           | <b>10</b>       | <b>0</b>              |

**NOTE:** In the event the Supplier fails to respond to any of the evaluation elements identified in Evaluation and Award Process Section, the Supplier may receive an "Unsatisfactory" rating for the corresponding evaluation element.

**EXHIBIT #1**  
**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,**  
**AND AFFIDAVIT OF WORK AUTHORIZATION**  
**BUSINESS ENTITY CERTIFICATION**

**The Vendor MUST certify their current business status by completing either Box A, 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 [Home | E-Verify](#)

**BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri Department including Office of Administration, Division of Purchasing.

**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, 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 \_\_\_\_\_ (IFB 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 with all documentation required in Box B of this exhibit.

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

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

\_\_\_\_\_  
Date

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

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

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: [Home | E-Verify](#); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the Vendor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the Vendor's name, and the MOU signature page completed and signed, at minimum, by the Vendor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the Vendor'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**

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The Vendor 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 with the State of Missouri for the  
duration of the contract, 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 for the duration of the contract, if awarded.

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

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

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_.  
(DAY) (MONTH, YEAR)

I am commissioned as a notary public within the County of \_\_\_\_\_,  
(NAME OF COUNTY)

State of \_\_\_\_\_, and my commission expires on \_\_\_\_\_.  
(NAME OF STATE) (DATE)

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

\_\_\_\_\_  
Date

EXHIBIT #1, continued

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

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

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract with the State of Missouri. We have previously provided documentation to a Missouri Department 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 Vendor's name and the MOU signature page completed and signed by the Vendor 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 Department** to Which Previous E-Verify Documentation Submitted: \_\_\_\_\_.

**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 Representative's Signature*

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

\_\_\_\_\_  
Date

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

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

**FOR STATE OF MISSOURI USE ONLY**

Documentation Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

**EXHIBIT #2**  
**BUSINESS COMPLIANCE**  
**FEDERAL FUNDING UNIQUE IDENTITY ID**

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**Federal Debarment:** The Vendor **must** not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal department or agency pursuant to 2 CFR Part 180, or any other applicable law. The Vendor should provide its Unique Identity ID number on the table below:

**Unique Entity ID:** The Unique Entity ID is the official identifier for doing business with the US Government. Vendors should register at: [U.S. General Services Administration, SAM.Gov](https://sam.gov) to be assigned a Unique Entity ID. In the table below, identify the Unique Identity ID number and, if applicable, the Parent Organization's Unique Identity ID Number. The Parent Organization's Unique Identity ID number is typically used by large organizations with multiple facilities in several locations. The Parent Organization's number is the number assigned to the headquarters for the operation.

|                                    |                                                        |
|------------------------------------|--------------------------------------------------------|
| <b>Vendor Name:</b>                | <b>Vendor's Unique Identity ID Number:</b>             |
| <b>Parent Organization's Name:</b> | <b>Parent Organizations Unique Identity ID Number:</b> |

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

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**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 #3, continued

#### BOX A – NON-COMPANY ENTITY

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

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

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

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

\_\_\_\_\_  
Date

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

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

#### BOX D – PUBLIC ENTITY

I certify that \_\_\_\_\_ (Entity Name) is a public entity as defined in section 34.600, RSMo, and 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.

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

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

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

\_\_\_\_\_  
Date

**EXHIBIT #4**  
**BUSINESS COMPLIANCE**  
**STATE OF MISSOURI TAX COMPLIANCE**

**STATE OF MISSOURI TAX COMPLIANCE**

In accordance with section 34.040.7, RSMo, the Department is precluded from contracting with a Vendor or its affiliate who 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.

In order to verify the Vendor's State of Missouri tax compliance with the Missouri Department of Revenue (DOR), the Vendor **must** provide "Vendor No Tax Due" certificate issued by DOR prior to award. By providing the "Vendor No Tax Due" certificate, the Vendor is verifying the Vendor is either registered to collect sales and/or use tax in Missouri or is not making retail sales of tangible personal property or providing taxable services in Missouri.

The DOR will issue the "Vendor No Tax Due" certificate if the Vendor is properly registered to collect and have properly remitted sales and/or use tax, or if the Vendor is not making retail sales in Missouri.

**How To Obtain A Vendor No Tax Due Certificate**

A "Vendor No Tax Due" certificate can be obtained from the Missouri Department of Revenue when a business pays all of its sales/use tax in full, up to date, does not have a sales tax delinquency or does not sell tangible personal property at retail in Missouri.

If taxes are due, depending on the payment history of the business, a cashier's check or money order may be required for payment before a "Vendor No Tax Due" certificate can be issued.

A "Vendor No Tax Due" certificate can be obtained by completing and submitting the Request For Tax Clearance, Form 943, to the Missouri Department of Revenue, Division of Taxation & Collection. This form is available at: [Department of Revenue Request for Tax Clearance Form 943](#). Make sure to check item 3 in the Reason For Request section and complete page 2.

For assistance, call (573) 751-9268 or e-mail [taxclearance@dor.mo.gov](mailto:taxclearance@dor.mo.gov). Additional information regarding section 34.040.7, RSMo, is available on the Department of Revenue's website at: [Department of Revenue, Sales and Use Tax](#).

NOTE: Make sure to request a "Vendor No Tax Due" certificate as there are other similar tax clearance forms that do not meet this verification requirement. The steps to obtain a "Vendor No Tax Due" certificate is outlined at: [Missouri State Vendor Sales and Use Tax Compliance](#).

**Instructions:** The Vendor should complete the information below regarding their "Vendor No Tax Due" status.

**"Vendor No Tax Due" Certificate is Included with the Response (Yes/No)**

Yes ☐ No ☐

**If the "Vendor No Tax Due" Certificate is Not Included, Identify Date Vendor Requested Certificate From DOR**

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
(MM/DD/YYYY)

**EXHIBIT #5**  
**BUSINESS COMPLIANCE**  
**REGISTRATION OF BUSINESS NAME WITH THE MISSOURI SECRETARY OF STATE**

In accordance with section 351.572, RSMo, the Vendor **must** be properly registered with the Missouri Secretary of State or identify how the Vendor's business is exempt from registering with the Missouri Secretary of State.

In order to verify the Vendor is properly registered with the Missouri Secretary of State, the Vendor **must** either

1) Provide their Certificate of Good Standing or Certificate of Fact; or

2) Identify how the Vendor's business is exempt from registering with the Missouri Secretary of State.

NOTE: For any questions regarding Secretary of State Registration, Vendors should go to [Missouri Secretary of State, Starting a New Business](#) or call 866-223-6535, Monday through Friday, 8:00 a.m. to 5:00 p.m., Central Time, excluding state holidays.

**Missouri Secretary of State Registration Verification**

**Registration Verification Instructions:** If the Vendor's business is already registered, the Vendor should complete the table below with the Vendor's business name and the charter number assigned to the Vendor's business.

**Information on registering with Missouri Secretary of State:** If the Vendor's business is not yet properly registered with the Missouri Secretary of State, the Vendor should refer to the Missouri Business Portal at: [Missouri Business Resources](#) for additional information.

|                                                                                                                            |                                                          |  |  |
|----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|--|--|
| Business Name                                                                                                              |                                                          |  |  |
| Charter Number                                                                                                             |                                                          |  |  |
| Proof of Proper Registration Included                                                                                      | Yes <input type="checkbox"/> No <input type="checkbox"/> |  |  |
| If Proof of Proper Registration Not Included, Indicate the Date Vendor Requested Document from Missouri Secretary of State | Date: ____/____/____<br>(MM/DD/YYYY)                     |  |  |

**Exemptions**

**Exemption Instructions:** If the Vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., the Vendor should identify the specific section of 351.572 RSMo., which supports the exemption by placing a checkmark in the appropriate box in the "Indicate if Exemption is Applicable" column in the table below. In addition, the Vendor should provide documentation supporting an exemption, if applicable.

| Section 351.572 RSMo. Subsection 2. Exemption Description                                                                                                                                     | Indicate if Exemption is Applicable<br>(Check the appropriate box) |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|
| (1) Maintaining, Defending, or Settling any Proceeding                                                                                                                                        |                                                                    |
| (2) Holding Meetings of the Board of Directors or Shareholders or Carrying on Other Activities Concerning Internal Corporate Affairs                                                          |                                                                    |
| (3) Maintaining Bank Accounts                                                                                                                                                                 |                                                                    |
| (4) Maintaining Offices or Agencies for the Transfer, Exchange, and Registration of the Corporation's Own Securities or Maintaining Trustees or Depositories with Respect to those Securities |                                                                    |
| (5) Creating or Acquiring Indebtedness, Mortgages, and Security Interests in Real or Personal Property                                                                                        |                                                                    |
| (6) Securing or Collecting Debts or Enforcing Mortgages and Security Interests in Property Securing the Debts                                                                                 |                                                                    |
| (7) Conducting an Isolated Transaction that is Completed Within Thirty Days and that is Not One in the Course of Repeated Transactions of a Like Nature                                       |                                                                    |
| (8) Transacting Business in Interstate Commerce                                                                                                                                               |                                                                    |
| Other – Provide Description of Exemption (List of Exemptions Above is Not Exhaustive)                                                                                                         |                                                                    |

**EXHIBIT #6**  
**BUSINESS COMPLIANCE , EMPLOYEE/CONFLICT OF INTEREST**

Vendors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information. The information must be provided prior to the award of a contract.

|                                                                                                                                                                        |         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:                                             |         |
| If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:                           |         |
| Percentage of ownership interest in vendor's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof: | _____ % |