

State of Missouri
Office of Administration, Division of Purchasing



**Request for Proposal (RFP) for
State Health Insurance Information, Counseling, and Assistance
Services**

SOLICITATION NO.:	STATE 0000000530SL
SOLICITATION ISSUED ON BEHALF OF:	Department of Commerce and Insurance
ISSUE DATE:	September 10, 2026
CONTRACT PERIOD:	Effective Date of Contract through June 30, 2027
REQUISITION NO.:	RL022600017

**PROPOSAL DUE NO LATER THAN: October 5, 2026 AT 2:00 PM CENTRAL
TIME**

Proposal response must be submitted electronically through MissouriBUYS, powered by MOVERS, at
<https://missouribuyss.mo.gov>.

E-mailed, mailed, courier, or hand-delivered proposal responses will not be accepted.

RFP CONTACT INFORMATION:

BUYER: Mertrell Nickens

PHONE NO.: (573) 751-7656

EMAIL: Mertrell.Nickens@oa.mo.gov

See “RFP Questions” in Section 1 for appropriate communications during the procurement process.

**DELIVER SUPPLIES/SERVICES FREE ON BOARD (FOB) DESTINATION TO
THE FOLLOWING ADDRESS:**

Department of Commerce and Insurance
301 W High Street, Room 530
P.O. Box 690
Jefferson City MO 65102

ATTENTION:

1. After reviewing the Request for Proposal (RFP), the vendor must complete and return **Exhibit A, Proposal Signature Page and all other necessary exhibits**.
2. Due to lead times for obtaining the information needed to complete the various **Business Compliance Exhibits** herein as explained in the RFP’s Vendor Response Exhibits, vendors are encouraged to **IMMEDIATELY** begin securing these verifications.
3. The vendor must be registered in MissouriBUYS, powered by MOVERS in a “**Prospective**” or “**Spend Authorized**” registration status to submit a proposal. The vendor must achieve “**Approved**” registration status in MissouriBUYS (WebProcure/Proactis) and “**Spend Authorized**” registration status in MissouriBUYS, powered by MOVERS to be considered for a contract award. Reference Section 5.

RFP Organization:

RFP Sections	Section 1	Introduction and Background Information Section
	Section 2	Scope of Work Section
	Section 3	Terms and Conditions Section
	Section 4	General Contractual Requirements Section
	Section 5	Vendor Submission, Evaluation, and Award Information Section
RFP Vendor Response Exhibits (Return these exhibits with the proposal)	Exhibit A	Proposal Signature Page
	Exhibit B	Proposal Submittal Checklist
	Exhibit C	Pricing Page
	Exhibit D	Technical Proposal – Experience of Organization and Past Performance
	Exhibit E	Technical Proposal – Personnel Qualifications
	Exhibit F	Technical Proposal – Methodology, Approach, and Work Plan
	Exhibit G	Participation Commitment
	Exhibit H	Documentation of Intent to Participate
	BUSINESS COMPLIANCE EXHIBITS	
	Exhibit I	State of Missouri Tax Compliance
	Exhibit J	Registration of Business Name with the Missouri Secretary of State
	Exhibit K	Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization
	Exhibit L	Anti-Discrimination Against Israel Act Certification
	Exhibit M	Services Outside the United States
	Exhibit N	Employee/Conflict of Interest
	Exhibit O	Federal Funding Unique Identity ID
	Exhibit P	Federal Funding Accountability and Transparency Act (FFATA)
RFP Attachments	Attachments (Separate Documents) (Do not return these documents with response)	
	Attachment 1	Performance Measure Goals and Objectives
	Attachment 2	Likert Scale
	Attachment 3	Medicare Enrollment by County
	Attachment 4	MIPPA State Plan
	Attachment 5	MO SHIP Regions
	Attachment 6	Business Associate Provisions
	Attachment 7	Federal Funds and Subrecipient Requirements

Separate Documents: The vendor is advised that the separate documents to this document referenced above provide additional requirements, information, and/or instruction. The separate documents must be downloaded from the Division of Purchasing's MissouriBUYS, powered by MOVERS, website at: <https://missouribuyss.mo.gov/>. The separate documents are downloadable from the same web page where the solicitation document is downloadable. It shall be the sole responsibility of the vendor to obtain each of the separate documents. The vendor shall not be relieved of any responsibility for performance under the subsequent contract due to the failure of the vendor to obtain a copy of the separate documents.

1. INTRODUCTION AND BACKGROUND INFORMATION SECTION

1.1 Introduction:

- 1.1.1 Purpose: This document constitutes a request for competitive, sealed proposals for the provision of Medicare and Health Insurance Information, Counseling, and Assistance services as set forth herein for the Department of Commerce and Insurance (hereinafter referred to as “state agency”).
- 1.1.2 Minimum Experience Qualifications: There are minimum experience qualifications in the RFP (See Section 2.2, Minimum Experience Requirements in Section 2: Scope of Work).
- 1.1.3 Titles: Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

1.2 Background and Historical Usage Information:

- 1.2.1 The State Health Insurance Program (SHIP) was created under Section 4360 of the Omnibus Budget Reconciliation Act (OBRA) of 1990 (Public Law 101-508). This section of the law authorized the Centers for Medicare and Medicaid Services (CMS) to make grants to states to establish and maintain health insurance advisory service programs for Medicare beneficiaries. Grant funds were made available to support information, counseling, and assistance activities relating to Medicare, Medicaid, and other related health insurance options such as Medicare supplement insurance, long-term care insurance, managed care options, and other health insurance benefit information. In January 2014, authorized in the Consolidated Appropriations Act of 2014, the SHIP program was transferred from CMS to the Administration for Community Living (ACL). This transfer reflects the existing formal and informal collaborations between the SHIP programs and the networks that ACL serves.
 - a. The SHIP program is intended for Medicare beneficiaries who prefer or need information, counseling, and enrollment assistance beyond what they are able to receive on their own. The mission is to strengthen the capability of grantees to support a community-based, grassroots network of local SHIP offices that provide personalized counseling, education, and outreach to assist Medicare beneficiaries with their Medicare-related questions. SHIPs give presentations and distribute information to help groups and individuals learn about Medicare benefits, coverage rules, written notices and forms, appeal rights and procedures, and much more. SHIPs provide free, in-depth, one-on-one insurance counseling and assistance to Medicare beneficiaries, their families, friends, and caregivers. SHIPs answer questions about Medicare and assist people in obtaining coverage through options that include the Original Medicare program, Medicare Advantage (Part C) Plans, Medicare Prescription Drug (Part D) Plans, and programs designed to help people with limited incomes pay for their health care, such as Medicaid, the Medicare Savings Program, and the Low-Income Subsidy. SHIPs also help people compare Medicare Supplemental (medigap) insurance policies and explain how these and other supplemental insurance options – such as insurance plans for retirees – work with Medicare. In addition, SHIPs provide information on long-term care insurance and, when needed, refer beneficiaries to agencies such as the Social Security Administration and local Medicaid offices for additional assistance. Many SHIP counselors are volunteers who are trained and certified to help others navigate the Medicare and health insurance systems for older adults and some people with disabilities.
 - b. Upon receipt of the SHIP grant(s), the Missouri Department of Commerce and Insurance (DCI) has agreed to provide insurance consumers with comprehensive Medicare health insurance advocacy. Missouri SHIP is responsible for meeting the needs of Missouri’s Medicare population. Certified counselors assist people locally to help them work through health care issues and understand Medicare options or changes. Missouri SHIP is not affiliated with any insurance company and sells nothing. Working hand-in-hand with local community-based partners, Missouri SHIP provides free, confidential, and unbiased health insurance counseling to Medicare beneficiaries. With the materials produced with grant funds and assistance the counselors provide, people can make the most informed decisions about their health care options. Missouri SHIP counselors provide information, counseling,

and assistance to help Medicare beneficiaries understand and access program benefits. The SHIP grant obligates DCI to, at a minimum, assist with and provide the following:

- 1) Medicare enrollment and eligibility information
- 2) Preventive service benefits
- 3) Medigap and other supplemental insurance options
- 4) Medicare Advantage Plan options, such as HMOs and PPOs
- 5) Medicare Part D (prescription drug coverage)
- 6) Medicare appeals
- 7) Public benefit programs
- 8) Medicare Saving Programs
- 9) Information about enrollment in Medicare Low-Income Subsidy programs
- 10) Medicare enrollment, billing, and general information
- 11) Suspected waste, fraud, and abuse

- c. The State of Missouri has received a grant in the amount of \$1,064,861.00 for the Missouri SHIP program for the period of April 1, 2026 through March 31, 2027. In addition, the state agency has received state appropriations of \$200,000 in state funds for the Missouri SHIP program for state fiscal year 2027.

1.2.2 The Medicare Beneficiary Outreach and Assistance Program Grant was created under Section 119 of the Medicare Improvements for Patients and Providers Act of 2008 (MIPPA), as amended by the Patient Protection and Affordable Care Act of 2010 (Affordable Care Act) Section 3306. MIPPA authorizes ACL/Administration on Aging (AOA) to make grants to states for outreach and assistance service programs for low-income people with Medicare.

- a. The MIPPA grant obligates DCI to, at a minimum, perform the following:

- 1) Locate and assist Medicare beneficiaries eligible for the Low-Income Subsidy program (LIS)
- 2) Locate and assist Medicare beneficiaries eligible for the Medicare Savings Program (MSP)
- 3) Assist Medicare beneficiaries with Medicare Part D Prescription Drug choices
- 4) Provide outreach aimed at preventing disease and promoting wellness

- b. The maximum potential balance of the MIPPA grant funds available for the period of September 1, 2025 through August 31, 2026 will be 457,786.00.

1.2.3 The National Council on Aging (NCOA), under a cooperative agreement from the U.S. Administration for Community Living (ACL), provides Benefit Enrollment Centers (BEC) grants to states for person-centered strategies in a coordinated, community-wide approach to find and enroll Medicare beneficiaries—both seniors aged 65+ years and adults living with disabilities—who have limited income and resources to access available benefits.

- a. The BEC grant obligates DCI to, at a minimum, perform the following:
 - 1) Assist Medicare beneficiaries with enrollment into the Medicare Part D Extra Help Program (or Low-Income Subsidy, LIS)
 - 2) Assist Medicare beneficiaries with enrollment into the Medicare Savings Program (MSP)
 - 3) Assist Medicare beneficiaries with enrollment into the Supplemental Nutrition Assistance Program (SNAP)
 - 4) Assist Medicare beneficiaries with enrollment into the Medicaid Program
- b. The maximum potential balance of the BEC grant funds available for the period of February 1, 2026 through July 31, 2028 will be \$200,000.

1.3 Current Contract Information:

- 1.3.1 A current contract exists for the services being obtained via this RFP. A copy of the contract can be viewed and printed from the Division of Purchasing's Awarded Bid & Contract Document Search System located on the Internet at: <https://purch.oa.mo.gov/bidding-contracts/awarded-bid-contract-document-search>. In addition, all proposal and evaluation documentation leading to the award of that contract may also be viewed and printed from the Division of Purchasing's Awarded Bid & Contract Document Search System. Please reference the Bid number RFPS30034901701154 or the contract number CS171154001 when searching for these documents.
- 1.3.2 State Expenditures: The Missouri Accountability Portal (MAP) located on the Internet at: <http://mapyourtaxes.mo.gov/MAP/Expenditures/> provides financial data related to the purchase of the services under the contract. Be sure to read the information provided in the site information and disclaimer links: <https://mapyourtaxes.mo.gov/MAP/Help/MapExpendituresHelp.htm> and <https://mapyourtaxes.mo.gov/MAP/Help/MapExpendituresHelp.htm#disclaimer>. Then search by the contract numbers shown above when searching for the financial information.

1.4 RFP Questions:

- 1.4.1 Buyer is Single Point of Contact for Solicitation: Vendors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc., to the buyer indicated on the first page of this RFP. It is preferred that questions be emailed to the buyer.
 - a. Except as noted herein, vendors 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. Vendors 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 <http://www.sos.mo.gov/adrules/csr/csr.asp>.
 - a. Service Disabled Veteran Enterprise and Honorably Discharged Veteran Enterprise certification certifications or subcontract questions should be directed to the Office of Equal Opportunity (OEO) at <http://oeo.mo.gov>.
- 1.4.2 Vendor is Responsible for Asking Questions About the RFP: It is the vendor's responsibility to ask questions, request changes or clarifications, or otherwise advise the Division of Purchasing if the vendor 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 vendor's ability to submit a proposal.

- 1.4.3 **Vendor Question Deadline:** Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all vendors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. All questions and issues should be submitted no later than ten (10) calendar days prior to the proposal closing date and time of the proposals. If not received prior to ten (10) calendar days before the proposal closing date and time, the Division of Purchasing may not be able to fully research and consider the respective questions or issues.
- 1.4.4 **State's Response to Vendor Questions:** Upon the Division of Purchasing's consideration of questions and issues, if the Division of Purchasing determines that changes are necessary, the resulting changes will be included in a subsequently issued RFP amendment(s); absence of such response indicates that the questions and issues were considered but deemed unnecessary for an RFP amendment. All vendors will be advised of any change to the RFP's language, specifications, or requirements by a formal amendment to the RFP. There will be no posted written records of the questions/communications (i.e., formal question/answer document).
- 1.4.5 **RFP is State's Only Official Position:** The only official position of the State of Missouri shall be that which is contained in the RFP and any amendments thereto.

1.5 **Amendments:**

- 1.5.1 If the Division of Purchasing determines that changes to the RFP are necessary, the resulting changes will be included in a subsequently issued RFP amendment(s) prior to the proposal closing date and time.

1.6 **Glossary of Terms and Acronyms:**

- 1.6.1 Whenever the following terms and acronyms appear in the RFP document or any amendment thereto, the definitions or meanings described below shall apply.
- 1.6.2 **General Glossary, Acronyms, and Abbreviations:**
- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the Division of Purchasing (Purchasing). The agency is also responsible for payment, unless otherwise specified herein.
 - b. **Amendment** means a written, official modification to a solicitation or contract.
 - c. **Attachment** applies to all documents which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
 - d. **Buyer** means the procurement staff member of Purchasing.
 - e. **Code of State Regulation (CSR)** contains the current administrative rules of executive agencies of Missouri government. The regulations are arranged by agency rather than by subject.
 - f. **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.
 - g. **Contractor** means a supplier, offeror, person, or organization who is a successful vendor as a result of an RFP and who enters into a contract.
 - h. **Exhibit** applies to forms which are included with an RFP for the vendor to complete and submit with their proposal prior to the specified closing date and time.
 - 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.
 - k. **Party** refers to either the State of Missouri or the contractor as an entity that may enter into a contract pursuant to the terms herein.
 - l. **Pricing Page(s)** applies to the form(s) on which the vendor must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the vendor with the proposal prior to the specified proposal closing date and time.
 - m. **Proposal Closing Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.

- n. **Purchase Order** means the authorized document issued by the state agency to the contractor indicating descriptions, quantities, and agreed prices for products and/or services.
- o. **Reasonable, Necessary or Proper** as used herein shall be interpreted solely by the State of Missouri.
- p. **Request for Proposal (RFP)** means the solicitation document issued by Purchasing to potential vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes the following sections: Introduction and Background Information; Scope of Work; Terms and Conditions (“terms and conditions” and “Terms and Conditions” are used interchangeably throughout the RFP); General Contractual Requirements; and Vendor Submission, Evaluation, and Award Information; and the RFP Vendor Response Exhibits, Attachments, and Amendments of the RFP.
- q. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of Purchasing.
- r. **Shall** has the same meaning as the word must.
- s. **Should** means that a certain feature, component and/or action is desirable but not mandatory.
- t. **State** collectively referring to the state government and/or the agencies thereof.
- u. **Supplier** has the same meaning as the word, vendor.
- v. **Vendor** means the supplier, offeror, person, or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.

1.6.3 State Agency Glossary, Acronyms and Abbreviations:

- a. **SHIP** refers to the State Health Insurance Program.
- b. **OBRA** refers to Omnibus Budget Reconciliation Act.
- c. **CMS** refers to Centers for Medicare and Medicaid Services.
- d. **ACL** refers to Administration for Community Living.
- e. **Part C** refers to Original Medicare Program and Medicare Advantage Plans.
- f. **Part D** refers to Medicare Prescription Drug Plans.
- g. **Medigap** refers to Medicare Supplemental Insurance Policies.
- h. **MIPPA** refers to Medicare Improvements for Patients and Providers Act of 2008.
- i. **BEC** refers to Benefits Enrollment Centers.
- j. **AOA** refers to Administration on Aging.
- k. **MSP** refers to Medicare Savings Program.
- l. **LIS** refers to Low-Income Subsidy Program.
- m. **HMO** refers to Health Maintenance Organization.
- n. **PPO** refers to Preferred Provider Organization.
- o. **CTM** refers to Compliant Tracking Module.
- p. **MARx** refers to Medicare Advantage Prescription Drug.
- q. **VRPM** refers to Volunteer Risk and Program Management.
- r. **MORx** refers to Missouri Rx Plan.

1.7 Accuracy of Background Information:

- 1.7.1 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 RFP.

****END OF INTRODUCTION AND BACKGROUND INFORMATION SECTION****

2. SCOPE OF WORK SECTION

2.1 General Requirements:

- 2.1.1 The contractor shall provide state health insurance information, counseling, and assistance services (hereinafter referred to as Missouri SHIP program services) for the Department of Commerce and Insurance in accordance with the provisions and requirements stated herein and to the sole satisfaction of the state agency.
- 2.1.2 The contractor shall partner with community-based programs throughout the state to provide Missouri SHIP program services. The contractor shall have one (1) central authority and statewide supervisory structure for the Missouri SHIP program. The contractor shall create a statewide supervisory structure to which all Missouri SHIP program personnel report. The contractor shall identify one (1) main point of contact. Additionally, the contractor shall recruit and train volunteers to provide Missouri SHIP counseling services.
 - a. The contractor shall ensure a minimum of 200 trained Missouri SHIP counseling volunteers, appropriately distributed across the state, to ensure Missouri SHIP program services are available to all Medicare beneficiaries. If the number of Missouri SHIP counseling volunteers falls below the minimum, the contractor shall immediately submit a plan to the state agency to meet the minimum.
- 2.1.3 The contractor shall perform all Missouri SHIP program services in accordance with the provisions and requirements stated herein, to the sole satisfaction of the state agency, and in accordance with State Health Insurance Assistance Program (SHIP) created under Section 4360 of the Omnibus Budget Reconciliation Act of 1990 (Public Law 101-508) and the Medicare Improvements for Patients and Providers Act of 2008 (MIPPA). The contractor must also comply with all obligations imposed upon the state agency, as outlined below:
 - a. Health and Human Services Grants Policy Statement (HHS GPS) (<https://www.hhs.gov/grants-contracts/grants/grants-policies-regulations/index.html>).
 - b. All applicable statutory and regulatory requirements, including 2 CFR Part 200, apart from any coverage in the HHS GPS.
- 2.1.4 The contractor shall cooperate with the SHIP National Technical Assistance Center or other Administration for Community Living (ACL) designated entity in cataloging and sharing SHIP publications, resources, and training materials.
- 2.1.5 The contractor shall implement the ACL SHIP data system security procedures required by ACL that are designed to secure and protect the confidentiality of data submitted into the ACL database, including:
 - a. Regularly confirming the status of SHIP users who access the database, and utilizing any other procedures that may be required to maintain a secure system. All passwords and password changes must comply with ACL security requirements.
 - b. Submitting programmatic data using the ACL SHIP Data System on a monthly basis.
 - c. Following processes required by ACL regarding the use and management of 1-800-medicare Unique IDs, the Complaint Tracking Module (CTM), and the Medicare Advantage Prescription Drug (MARx) System. The contractor shall maintain the required trainings and certifications necessary to remain active in each system.
 - d. Implementing ACL's Volunteer Risk and Program Management (VRPM) policies and procedures statewide.

e. Participating in ACL's Beneficiary Satisfaction Survey Project.

- 2.1.6 The contractor shall assure full and equal accessibility of Missouri SHIP services to all categories of Medicare beneficiaries including the aged, disabled, and end-stage renal disease patients. The contractor must provide Missouri SHIP services without discrimination on the basis of race, color, national origin, disability, age, sex, or income. The contractor must make reasonable efforts to accommodate Medicare beneficiaries with existing barriers that limit their access to information (e.g., language, visual, hearing, or speech impairments, physical accessibility, literacy, and location).
- 2.1.7 Unless otherwise specified herein, the contractor shall provide all office space, material, labor, facilities, equipment, and supplies necessary to perform the services required herein and for the contractor's personnel.
- a. The contractor shall understand and agree that the procurement of equipment is the responsibility of the contractor and shall be made in accordance with any provisions of the applicable Federal or State guidelines. All property so procured shall be used, managed, and disposed of as set forth in 45 CFR Subtitle A (10-1-89 Edition) and any other applicable state or federal law.
- 2.1.8 The contractor shall work with the state agency, the Department of Health and Senior Services (DHSS), Department of Social Services (DSS), Department of Mental Health (DMH), other appropriate state agencies, and ACL to coordinate outreach, education, and all other SHIP and MIPPA required services. The contractor must also work with community-based programs to coordinate outreach, education, and all other SHIP and MIPPA required services.
- 2.1.9 Preferred Use Contract: The contractor shall provide the services on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever. The contractor shall understand and agree that the contract shall be construed as a preferred use contract but shall not be construed as an exclusive arrangement. Preferred use means that any state agency needing the services should use the established contract unless it is determined to be in the best interest of the State of Missouri for a state agency, at its own discretion, to obtain alternate services elsewhere.

2.2 Minimum Experience Requirements:

- 2.2.1 The contractor must meet or exceed the following minimum experience requirements at the time of proposal submission and for the duration of the contract:
- a. The contractor shall maintain the required training and certifications necessary to remain active in each data system.
- b. The contractor shall have a minimum of five (5) years of experience working with ACL.
- c. The contractor shall have a minimum of five (5) years of experience providing community and outreach services regarding Medicare options.

2.3 Personnel Qualifications:

- 2.3.1 Leadership Personnel: The contractor's leadership personnel shall include a Statewide Program Director to administer and perform the contract requirements:
- a. Statewide Program Director: The contractor shall designate a Statewide Program Director who shall serve as the contractor's contact person and shall be the liaison between the contractor and the state agency. By no later than five (5) state business days after authorization by the state agency to proceed with services, the contractor shall provide the state agency with the name, address, email address, and telephone number of the contractor's Statewide Program Director. The contractor's Statewide Program Director shall (1) oversee all services being provided, (2) assume responsibility

and liability for services performed per the contract, and (3) serve as the primary point of contact with the state agency. The contractor's Statewide Program Director:

- 1) Shall have a minimum of five (5) years of experience in non-profit health organizational management.
- 2) Shall have a minimum of one (1) year of experience with grants management. It is highly desirable the Statewide Program Director have a minimum of five (5) years of experience with grants management.
- 3) Shall have a minimum of one (1) year of experience with program management. It is highly desirable the Statewide Program Director have a minimum of five (5) years of experience with program management.
- 4) Should have a minimum of five (5) years of experience with outreach and partnerships.
- 5) Should have a minimum of five (5) years of experience with training and management of counselors.
- 6) Should have a minimum of five (5) years of experience with customer service.
- 7) Should have a minimum of five (5) years of experience with quality assurance.
- 8) Should hold a bachelor's degree in a field related to the scope of the RFP.

2.3.2 The contractor's working team shall include the following personnel to administer and perform the contract requirements:

a. Program Trainer: The contractor's Program Trainer:

- 1) Should have a minimum of two (2) years of experience working with non-profit health organizations.
- 2) Should have a minimum of two (2) years of experience with training and management of counselors.
- 3) Should have a minimum of two (2) years of experience with customer service.

b. Regional Liaisons: The contractor's Regional Liaison:

- 4) Should have a minimum of two (2) years of experience working with non-profit health organizations.
- 5) Should have a minimum of two (2) years of experience with training and management of counselors.
- 6) Should have a minimum of two (2) years of experience with customer service.

c. Volunteer and Outreach Specialists: The contractor's Volunteer and Outreach Specialists:

- 1) Should have a minimum of one (1) year of experience working with non-profit health organizations.
- 2) Should have a minimum of one (1) year of experience with volunteer recruitment.

- d. Community-Based Program Counselors: The contractor's Community-Based Program Counselors:
 - 1) Should have a minimum of one (1) year of experience working with non-profit health organizations.
 - 2) Should have a minimum of one (1) year of experience with customer service.
- e. Customer Service Representatives: The contractor's Customer Service Representatives:
 - 1) Should have a minimum of one (1) year of experience working with non-profit health organizations.
 - 2) Should have a minimum of one (1) year of experience with customer service.
 - 3) Should have a minimum of one (1) year of experience with quality assurance.

2.3.3 The contractor shall understand and agree that the state agency reserves the right to request any of the contractor's personnel assigned to provide the services be removed without just cause. The contractor shall understand and agree that the state agency will allow the contractor a reasonable time to find a replacement. The state agency shall approve all replacement personnel. The state agency reserves the right to require background checks and non-disclosure agreements (NDA) of selected contractor personnel, at the contractor's expense.

2.4 Contractor's Personnel Requirements:

2.4.1 The contractor's Missouri SHIP program personnel shall include, at a minimum, a Statewide Program Director, Program Trainer(s), Regional Liaisons, Volunteer and Outreach Specialist, and counseling personnel. The contractor shall also provide a sufficient number of Customer Service Representatives to adequately staff the contractor's toll-free hotline and provide support to the contractor's Missouri SHIP website.

2.4.2 Statewide Program Director: The contractor's Statewide Program Director's duties shall include, but are not limited to:

- a. Serving as the contractor's main point of contact for the state agency.
- b. Grants Management
 - 1) Annually, assisting the state agency with grant application(s) to ACL;
 - 2) Ensuring that the SHIP and MIPPA Grant Terms and Conditions are met and all required documents, as specified in the SHIP and MIPPA grants, are submitted to ACL;
 - 3) Supporting the state agency in ensuring compliance with the SHIP and MIPPA Grants Terms and Conditions; and
 - 4) Managing the use of contract funds and development of an annual budget for the Missouri SHIP program.
- c. Program Management:
 - 1) Managing the contractor's program personnel, including the local coordinators of the community-based partners, in order to manage and supervise the day-to-day operations of the Missouri SHIP Program;

- 2) Maintaining ongoing communication with the contractor's program in order to stay abreast of all Missouri SHIP program activities, including those provided by the community-based partners, and report on such activities as directed by AOA;
 - 3) Managing the Missouri SHIP program's interaction with the ACL-mandated SHIP tracking and reporting system to ensure that (1) required data is submitted in a timely manner, (2) data is utilized to monitor state and local performance, and (3) the Missouri SHIP program is managed to fulfill AOA-established performance measure goals and other objectives;
 - 4) Attending the SHIP New Director Training during the first year of the contract. In the event a new Statewide Program Director is appointed during the term of the contract, the new Statewide Program Director must attend the SHIP New Director Training during the first year of appointment. The Statewide Program Director must also attend the annual SHIP Director's Conference and attend, or appoint someone to attend, the annual AOA-sponsored MIPPA conference;
 - 5) Advising the state agency SHIP Planner on a monthly basis concerning Missouri SHIP program activities during the month; and
 - 6) On a timely basis, sharing all information that is provided directly to the contractor by ACL with the state agency.
- d. Outreach and Partnerships:
- 1) Assessing state and local community-based partners' networks serving the Medicare population to help fill gaps in services and outreach throughout the state to targeted populations;
 - 2) Developing and implementing outreach strategies;
 - 3) Managing the community-based partners to help conduct outreach to Medicare beneficiaries and deliver personalized Medicare counseling;
 - 4) Collaborating with other state agencies to develop coherent strategies to expand outreach and Missouri SHIP program services;
 - 5) Developing working relationships with each key federal and state program sponsor, including, but not limited to, AOA, the regional or state office of ACL, Social Security Administration (SSA), Missouri Family Support Division, Division of Senior and Disability (DSDS), and the MO HealthNet Division. The development of these relationships shall ensure timely and accurate information sharing concerning Missouri SHIP program services;
 - 6) Collaborating and cooperating with ACL Regional Office (RO) staff and other SHIP programs in the ACL established service region;
 - 7) Leading public relations with community-based partners and the media to raise awareness of Medicare issues;
 - 8) Developing and delivering presentations for outreach and counseling; and
 - 9) Designing and implementing publicity campaigns.
- e. Training and Management of Counselors:

- 1) Developing, managing, and sustaining a base of counselors. The contractor must partner with community-based partners to provide Missouri SHIP counseling services;
- 2) Ensuring that the counselors have no conflict of interest, as identified elsewhere herein, or other interest that would pose a conflict with their Missouri SHIP program responsibilities;
- 3) Ensuring that local coordinators of the community-based partners and the counselors have access to and are trained on the web-based tools necessary for Missouri SHIP program services, such as, but not limited to, Medicare.gov, Medicare Plan Finder, and hospital compare (www.Medicare.gov);
- 4) Developing and implementing a training program to ensure that all Missouri SHIP counselors, including the contractor's counseling personnel, volunteer counselors, and counselors from community-based partners, are appropriately trained in operating procedures, as outlined below, and when appropriate, Medicare counseling information:
 - i. General volunteer training shall be twenty-four (24) hours in length. Training shall include, at a minimum, the topics listed herein. Training methods may include classroom, Internet, satellite, mentoring, self-study, conferencing, videotape, teleconferencing, videoconferencing, and other applicable methods.
 - ii. At the completion of training, a volunteer shall be prepared to provide counseling on the topics listed below. The Statewide Program Director shall determine the degree of training for each of the following topics:
 - Medicare – eligibility, enrollment, fraud and abuse, claims, appeals, and coordination of benefits;
 - Medicare Health Plans – original Medicare vs. Medicare health plan, enrollment, disenrollment, eligibility, plan feature/comparisons, non-renewal/plan changes, appeals/grievances, and marketing issues;
 - Medicare Part D – plans/benefits, enrollment, disenrollment, premiums, claims, appeals/grievances, and marketing issues;
 - Medicare Supplement – standard plans/plan benefits, Medicare select, pre-standardized plans, open enrollment, guaranteed renewability, pre-existing conditions, guarantee issue policies, guarantee issue protections, crossover/automatic file, premiums, claims filing, appeals, and state-specific laws and regulations.
 - iii. The contractor shall provide counselors with at least twelve (12) hours of continuing education training annually, covering new developments as well as reviewing basic concepts.
 - iv. The contractor shall obtain at least two (2) references for each prospective volunteer from a certified counselor, other agency, community-based partners, or church leader.
 - v. The contractor shall obtain a criminal background check on all prospective volunteers prior to the volunteer attending any training. The Statewide Program Director or the community-based partner shall submit the criminal background check form to the appropriate entity conducting the criminal background check for review.

- vi. Training of new volunteers shall include written materials, which the contractor shall develop and obtain state agency approval for, establishing guidelines for objective, unbiased counseling.
 - vii. The contractor shall administer a certification exam to Missouri SHIP counselors who complete the initial training.
 - viii. The contractor shall provide annual recertification of counselors after their completion of a continuing education self-directed evaluation or test from the AOA online testing and certification program (www.shiptacenter.org).
- 5) Maintaining a current list of active Missouri SHIP counselors on the SHIP website (<https://shiptacenter.org>);
 - 6) Providing privacy training to the contractor's personnel and Missouri SHIP counselors;
 - 7) Issuing and managing the AOA SHIP Unique JD system (www.shiptacenter.org), which provides counselors with access to participating Medicare Plans in order to obtain personalized Medicare beneficiary information; and
 - 8) Updating Missouri's profile as needed, and maintaining up-to-date counseling locations, including locations at community-based partners, on <https://shiptacenter.org>.
- f. Customer Service
 - 1) Implementing AOA state and local call protocols (www.shiptacenter.org) to respond to Medicare beneficiary and caregiver inquiries; and
 - 2) Monitoring and maintaining high levels of Medicare beneficiary satisfaction and service quality in counseling and public education.
 - g. Quality Assurance
 - 1) Developing and ensuring adequate quality assurance measures related to providing personalized counseling and assistance to Medicare beneficiaries are in place for all counseling locations and regions as defined by the contractor.

2.4.3 Program Trainer: The contractor's Program Trainer(s)' duties shall include, but are not limited to:

- a. Developing training plans and providing continuing education training to contractor personnel, community-based partners, and volunteer counselors. The contractor's Program Trainer(s) should encourage community-based partners responsible for the administration of other health insurance programs to participate in the initial and follow-up training;
- b. Assisting the Statewide Program Director in the Missouri SHIP training planning and development to ensure that the training needs of the counselors are met;
- c. Identifying, locating, and/or coordinating presenters for Missouri SHIP program service training components;
- d. Coordinating and/or participating in outreach activities;
- e. Using the ACL, AOA SHIP, MIPPA training materials to train, or using the ACL/AOA SHIP/MIPPA training materials as a resource in the development of training material for the Missouri SHIP counselors;

- f. Submitting reports, evaluating training effectiveness, and making recommendations regarding training effectiveness to the Statewide Program Director;
- g. Making recommendations to the Statewide Program Director regarding initial certification and recertification of Missouri SHIP counselors;
- h. Working with AOA and others as appropriate to utilize the ACL/AOA online testing and certification programs (www.missouricalim.org);
- i. Attending the annual ACL-sponsored National Medicare Training Program (NMTP) targeted for the SHIP program; and
- j. When requested by the state agency, assisting in developing and presenting NMTP programs locally in Missouri.

2.4.4 Regional Liaison: The contractor's Regional Liaison's duties shall include, but are not limited to:

- a. Providing ongoing support, as needed, to the community-based partners, specifically within the Regional Liaison's region, but also throughout the state;
- b. Assisting the Statewide Program Director in the planning and development of the Missouri SHIP program to ensure the needs of the Missouri SHIP counselors and Medicare beneficiaries within the region are met;
- c. Training or assisting the Program Trainer(s) with the initial and follow-up training requirements for the Missouri SHIP counselors in the Regional Liaison's region.
- d. Identifying and implementing methods for improving recruitment of community-based partners and volunteers and outreach within the region;
- e. Coordinating and/or participating in outreach activities;
- f. Providing presentations regarding the Missouri SHIP program to groups and organizations within the Regional Liaison's region;
- g. Evaluating the effectiveness and making recommendations for improvement to the Missouri SHIP program activities to the Statewide Program Director;
- h. Submitting monthly status reports to the Statewide Program Director regarding regional Missouri SHIP program activities; and
- i. Meeting twice a year with the contractor's Missouri SHIP program personnel, volunteer counselors, and community-based partners in the Regional Liaison's region to review activities and information.

2.4.5 Volunteer and Outreach Specialist(s): The contractor's Volunteer and Outreach Specialists' duties shall include, but are not limited to:

- a. Volunteer Responsibilities
 - 1) Maintaining a potential volunteer database, training hours, and other relevant volunteer information;

- 2) Sending volunteer packets to potential volunteers and distributing information internally on potential volunteers;
- 3) Coordinating volunteer recruitment activities and initial training dates, announcements, and distribution; and
- 4) Assisting with annual certification.

b. Outreach Responsibilities

- 1) Handling Missouri SHIP program promotion;
- 2) Developing and coordinating outreach activities;
- 3) Seeking, arranging, designing, and coordinating educational presentations and events on Medicare for the contractor's personnel, counselors, community-based partners, state agency staff, and volunteers working with the Regional Liaison. This may include coordination of press releases and posters;
- 4) Leading open enrollment planning;
- 5) Maintaining a database of outreach events;
- 6) Maintaining information on the Missouri SHIP website of outreach events;
- 7) Keeping up with current Medicare regulations, policies, and changes with assigned programs;
- 8) Contributing articles to publications; and
- 9) Tracking outreach performance measures and completing internal quality control for outreach activities.

c. Counseling Responsibilities

- 1) Following up on internal quality assurance methods with Medicare beneficiaries and caregivers;
- 2) Sharing problems and successes with the contractor's personnel; and
- 3) Providing other counseling as needed.

d. Other Duties and Responsibilities

- 1) Assisting with compiling reports for the state agency, AOA, and internal purposes as required; and
- 2) Assisting in planning and development to ensure Missouri SHIP program needs are met.

2.4.6 Customer Service Representatives: The contractor's Customer Service Representatives' duties shall include, but are not limited to:

- a. Answering calls to the contractor's toll-free hotline for the Missouri SHIP program;
- b. Providing support to the contractor's Missouri SHIP website;

- c. Gathering initial information from Medicare beneficiaries' callers and referring the call to the appropriate Missouri SHIP program personnel or a local coordinator at a community-based partner;
- d. Entering data into the ACL-mandated SHIP tracking and reporting system regarding the Medicare beneficiary's caller, the assistance provided, and the outreach/media events;
- e. Attending appropriate trainings to enhance skills and Missouri SHIP program service knowledge;
- f. Assisting with the Missouri SHIP program progress reports for ACL and the state agency; and
- g. Opening, logging, sorting, time-stamping, and distributing mail.

2.4.7 In addition to contractor personnel serving as counselors, the contractor must utilize community-based programs to serve as counselors. The contractor should also utilize volunteers as counselors when possible.

- a. The contractor shall recruit, train, and certify that the Missouri SHIP counselors are qualified to provide advice to Missouri citizens in accordance with the SHIP and MIPPA grant requirements and the provisions and requirements herein.
- b. The contractor shall maintain a risk management program for the recruitment and retention of counselors, including, but not limited to, applications, background checks, reference checks, and signed confidentiality statements.
- c. The contractor shall train the counselors as recruitment needs require, and training updates for counselors shall be offered on a quarterly basis and as program changes require.
- d. The contractor shall provide counselors who complete the initial training session with an identification card as evidence of certification.
- e. The contractor shall also schedule and provide initial and follow-up Missouri SHIP training as needed to the state agency Consumer Services staff handling Missouri SHIP counseling telephone calls.
- f. The Missouri SHIP counselors shall not have a conflict of interest or the appearance of conflict of interest in compliance with the requirements stated elsewhere herein.
- g. Prior to providing counseling services, the contractor must screen potential counselors to ensure they have the capacity to work with seniors, minorities, caregivers, and persons with disabilities. The contractor shall provide training to counselors to sensitize them to the special needs of these groups.
- h. The contractor should utilize SHIP/MIPPA and Partnership for Health Insurance Counseling materials developed by ACL and available through the SHIP resource center at www.shiptacenter.org and through ACL at <http://www.cms.gov/home/outreacheducation.asp> as guidance in managing, operating, and training counselors. The ACL, AOA, SHIP, and MIPPA materials will be revised as required by changes in insurance programs.
- i. The contractor shall establish and maintain counselor status records.

2.4.8 The contractor shall understand and agree that the contractor's Missouri SHIP program personnel may be monitored by the state agency SHIP Planner. The contractor shall understand and agree that such monitoring may include, but not be limited to, on-site visits and review of work to determine if records have been kept and if services have been provided in an acceptable manner and in accordance with the requirements of the grants and contracts.

2.4.9 The contractor's personnel shall attend meetings, seminars, and conferences appropriate to enhance their Missouri SHIP program service knowledge. The contractor shall disseminate information to all Missouri

SHIP counselors and community-based partners through the weekly updates, special mailings as appropriate, initial and follow-up Missouri SHIP training sessions, and bi-annual contacts with community-based partners.

2.5 Performance Requirements:

2.5.1 For each Performance Measure listed in **Attachment 1, Performance Measure Goals and Objectives**, the contractor shall meet or exceed the Performance Measure Goals and Objectives. The contractor shall maintain an annual overall rating of average or better on the **Likert Scale, Attachment 2**.

- a. The contractor shall understand and agree that ACL/AOA may identify additional Performance Measure Goals and Objectives and/or obligations due to changing ACL/AOA SHIP/MIPPA requirements. The contractor shall meet or exceed any such additional Performance Measure Goals and Objectives and/or obligations. As additional Performance Measure Goals and Objectives and/or obligations are identified and received from ACL/AOA, the Division of Purchasing shall notify the contractor of the additional Performance Measure Goals and Objectives and/or obligations by means of a formal contract amendment. Beyond the new Performance Measure Goals and Objectives and/or obligations added by ACL/AOA, other new Performance Measure Goals and Objectives and/or obligations may be added to the contract upon contract amendment issued by the Division of Purchasing.
- b. The contractor should establish county or regional goals using data provided in **Attachment 3, Medicare Enrollment by County**, to ensure statewide access to Missouri SHIP program services.

2.5.2 The contractor shall provide a computer tracking system capable of providing information to the state agency regarding both the SHIP and the MIPPA grants' activities, hours, and expenses separately. The contractor's computer tracking system must also be able to produce the information required, in the format required, pursuant to the SHIP and MIPPA grants.

2.5.3 The contractor shall provide, set up, and maintain a single statewide customer-oriented and user-friendly Internet website for use by Medicare beneficiaries and others and for Missouri SHIP program information, including all necessary and required links.

- a. All public-facing digital content on the website shall conform to all applicable requirements for web and mobile accessibility in Title II, Section 504, 28 CFR 35.200 and 45 CFR Part 84, as phased in below.
- b. The contractor shall conform with WCAG 2.0 Level AA and shall conform with WCAG 2.1 Level AA, no later than April 26, 2027, unless otherwise required by then-applicable federal law.
- c. The contractor shall provide accessible formats upon request and regularly test with assistive technologies. The contractor shall remediate accessibility issues within a reasonable time period.

2.5.4 The contractor shall provide, maintain, and adequately staff during normal working hours a customer-oriented and user-friendly statewide toll-free hotline for use by Medicare beneficiaries and others needing to access Missouri SHIP services.

- a. Currently, the toll-free hotline receives approximately 17,660 calls annually, or 340 calls per week. Peak periods may result in up to 745 calls per week.

2.6 Counseling Performance Requirements:

2.6.1 The contractor shall provide Missouri SHIP program services statewide.

- 2.6.2 The contractor shall partner with community-based programs and should recruit and train counseling volunteers throughout the state to provide Missouri SHIP program services to Medicare beneficiaries, as necessary to ensure sufficient statewide access to Missouri SHIP program services.
- a. The contractor shall understand and agree that a Medicare “beneficiary” shall be defined as a person eligible for Medicare, with no specific age restrictions, and shall be considered eligible for counseling. An individual or caregiver who represents or otherwise acts on behalf of a Medicare beneficiary may also be considered a Medicare Beneficiary for purposes of the contract.
 - b. The state agency will refer any individual identified who may be interested in providing Missouri SHIP counseling to the contractor.
 - c. The contractor shall require the community-based partners to develop a working relationship with any volunteer counselors assigned to them by the contractor.
 - d. The community-based partners must provide the volunteer counselors with overall Missouri SHIP program leadership.
 - e. Within each community-based partner, the contractor shall appoint a local coordinator to answer questions from that community-based partner about the Missouri SHIP program, provide leadership to any volunteer counselors, and make Missouri SHIP program service referrals to any volunteer counselors and/or back to the contractor.
- 2.6.3 Using ACL, AOA SHIP, Missouri SHIP, and state agency-developed materials, the contractor’s Missouri SHIP counselors, including the contractor’s counseling personnel, volunteer counselors, and counselors from community-based partners, shall provide Medicare beneficiaries with information on, and help Medicare beneficiaries identify, understand, and enroll, when eligible and appropriate, in programs and plans including Medicare, Medigap insurance plans, employer group health plans that supplement Medicare, Medicare Advantage Plans, Medicare Part D prescription drug coverage, Medicare Saving Programs (MSP), Medicare Low Income Subsidy (LIS) eligibility and application information, Missouri Rx Plan (MORx), Medicare Appeals, other financial assistance programs, other public and private health insurance coverage options available to Medicare beneficiaries, and other information as appropriate.
- 2.6.4 When Medicare beneficiaries have issues or questions that are outside the Missouri SHIP program’s area of expertise, the contractor’s Missouri SHIP counselors shall refer the Medicare beneficiaries to the appropriate entity. This could include other federal and state agencies (e.g., DHSS, the MO HealthNet Division, the Secretary of State [SOS], or the Attorney General [AG]) and other agencies or organizations as appropriate. The contractor’s Missouri SHIP counselors shall provide Medicare beneficiaries with the telephone number of such agencies. Additionally, the Missouri SHIP counselors shall follow up with the Medicare beneficiaries to ensure that their issues and questions are being handled.
- 2.6.5 The contractor’s Missouri SHIP counselors shall provide face-to-face counseling to Medicare beneficiaries at the community-based partners’ sites. However, when a face-to-face visit is not feasible or necessary, the contractor’s Missouri SHIP counselors may provide counseling by phone. To reduce the Medicare beneficiaries’ potential frustration with the Missouri SHIP program services, the contractor’s Missouri SHIP counselors shall schedule appointments in advance where appropriate; however, the Missouri SHIP counselors must accept walk-ins.
- 2.6.6 The contractor’s Missouri SHIP counselors shall assist Medicare beneficiaries with Medicare claim filing and problem resolution; however, the contractor’s Missouri SHIP counselors must also provide Medicare beneficiaries with resources and encouragement to take the lead in helping themselves.
- 2.6.7 The contractor shall understand and agree that the state agency shall refer calls for Missouri SHIP program services received by the state agency’s toll-free hotline to the contractor for proper handling.

- 2.6.8 The contractor shall ensure that referrals to a community-based partner from the contractor shall be handled by the community-based partner's counselor or a volunteer counselor assigned to the community-based partner.
- 2.6.9 The contractor shall use the ACL/AOA SHIP materials developed for processing referrals in order to keep documentation on the referrals and the assistance and/or counseling provided. Additionally, the state agency shall maintain such documentation on any Missouri SHIP counseling services conducted by state agency staff and shall provide the documentation to the contractor on a monthly basis.
- 2.6.10 The contractor shall understand and agree that investigation of Medicare beneficiary insurance complaints is outside the contractor's scope of authority under the provisions of the contract. However, the contractor shall forward any Medicare beneficiary complaints against insurance companies or agents that are discovered through the counseling sessions to the Consumer Affairs Division of the state agency for handling. The contractor shall also forward any complaints discovered that are within the jurisdiction of other state or federal agencies to the proper agency or division for handling.
- 2.6.11 The contractor shall have a system to assist Medicare beneficiaries, at their request, with Medicare Advantage Plans, Medicare Prescription Drug Plan, and Medicare Administrative Contractors appeal and/or grievance.
- 2.6.12 The contractor shall develop a plan for outreach education on Medicare wellness and preventative benefits and efforts.

2.7 Medicare Improvements for Patients and Providers Act of 2008 (MIPPA) Requirements:

- 2.7.1 The MIPPA grant is dedicated to enhancing outreach to individuals who may be eligible for the Low-Income Subsidy (LIS) or the Medicare Savings Program (MSP). During the original contract period and during any renewed MIPPA granting periods, the contractor shall provide outreach and assistance to Medicare beneficiaries eligible for the LIS and/or the MSP and/or Part D.
 - a. The contractor shall understand and agree that the granting period for the MIPPA grant is from September through August. With the expiration of contract CS171154001 on December 31, 2026, the amount of the MIPPA grant funds that will be available to the contractor in the granting period for the 2026-2027 MIPPA grant is currently unknown. Following the effective date of the contract, the state agency shall notify the contractor of the balance of the MIPPA grant funds available through August 31, 2027.
- 2.7.2 The contractor shall make a concerted effort to coordinate the contractor's outreach efforts with the related outreach efforts of the ten (10) Area Agencies on Aging in Missouri (AAA) in order to provide assistance to Medicare beneficiaries eligible for the LIS and/or MSP programs and to provide general Part D outreach and assistance on Medicare benefits.
- 2.7.3 The contractor shall assist Medicare beneficiaries and/or caregivers in applying for LIS and/or MSP programs. The contractor shall understand and agree that the number of Medicare beneficiaries and caregivers served shall be based upon the MIPPA grant funding available.
- 2.7.4 The contractor shall develop and implement targeted outreach activities in Missouri counties that have 100 or more potentially eligible Medicare beneficiaries for the LIS and/or MSP programs. The data source for this population information shall be from AOA. The contractor shall coordinate this outreach activity with DHSS when possible.
- 2.7.5 Utilizing eligibility guidelines for LIS and MSP from <https://shiptacenter.org/>, the contractor shall develop and maintain state-specific standardized materials, trainings, and education. The contractor shall integrate these materials into the contractor's overall outreach and training plan. Additionally, the contractor shall

develop specific recruitment activities for the education of and outreach to eligible Medicare beneficiaries in rural areas.

- 2.7.6 The contractor shall carry out the project/program described in the state agency's approved state plan(s). The current state plan(s) is included in **Attachment 4, MIPPA State Plan** and details the current reporting period. The contractor shall understand and agree that failure to expend funds on the approved MIPPA state plan(s) may result in the disallowance of expenditures and require the return of all funds spent on inappropriate activities.
- 2.7.7 The contractor shall understand and agree the contract is subject to the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards under Title 45 CFR Part 75. These requirements and additional terms and conditions can be found on the ACL website: <https://acl.gov/about-acl/policy-and-regulations>

2.8 Media and Outreach Requirements:

- 2.8.1 The contractor shall maintain capabilities to send and receive e-mail communications and other information through the Internet, including expanding/maintaining Internet capability at the local levels of the Missouri SHIP program, where applicable. This includes, but is not limited to, the state agency's SHIP Contact, the contractor's Missouri SHIP personnel including the contractor's counseling personnel, and counselors from and assigned to community-based partners. The contractor should ensure that counselors have access to Internet-based enrollment and other counseling tools at the time and place of counseling.
- a. The contractor shall regularly attempt to improve access to Missouri SHIP information through the Internet and other electronic media.
- 1) As directed by the state agency, the contractor shall maintain the Missouri SHIP Facebook page and Missouri SHIP X account and create postings as appropriate throughout the year.
- 2) As directed by the state agency, the contractor shall create and distribute a quarterly newsletter to partners and volunteers to keep them informed of ongoing program activities and issues.
- 2.8.2 The contractor shall publicize the Missouri SHIP program throughout Missouri through newspapers, radio, television, informational booths, and/or other methods as appropriate and available. The contractor shall work with the state agency when appropriate and as the opportunity arises to coordinate the contractor's advertising efforts for the Missouri SHIP program with the state agency's advertising efforts.
- 2.8.3 The contractor shall distribute insurance information and materials as requested by the state agency and by AOA.
- 2.8.4 The contractor shall perform targeted outreach in order to counsel low-income, dual-eligible, and hard-to-reach populations.
- 2.8.5 The contractor shall inform the state agency Public Information Officer or SHIP Contact about any media contacts regarding the Missouri SHIP program.
- 2.8.6 The contractor shall obtain prior clearance from the state agency SHIP Contact and Public Information Officer on all press releases and publications. All publications funded solely or in part by SHIP and/or MIPPA grants, or state funds shall include the following express acknowledgment:

"This publication has been produced by Missouri SHIP with financial assistance through a grant from the Administration for Community Living. The grant is administered through the Missouri Department of Commerce and Insurance. Missouri SHIP services are provided by [contractor's company name]."

- 2.8.7 Unless the contractor obtains the state agency's advance approval, the contractor shall use only the SHIP logo, SHIP tagline, and state agency logo and/or name on all Missouri SHIP publications, documents, advertising materials, or other materials paid for with contract funds.
- 2.8.8 In conjunction with the state agency's Public Information Office, the contractor shall promote the Missouri SHIP program during the October/November/December annual open enrollment period (AEP) as mutually agreed upon between the state agency and the contractor. The contractor shall supplement any contractor-funded advertisement campaign with free efforts, such as press releases; consumer alerts; radio, TV, and newspaper interviews; state agency web content; and Missouri SHIP web content.

2.9 Conflict of Interest Requirements:

- 2.9.1 The contractor must ensure that the contractor, including the contractor's Missouri SHIP program personnel, has no real or perceived conflict of interest.
- 2.9.2 The contractor's personnel, community-based partners, and all counselors shall not have an affiliation with any insurance company, Medicare Part D carrier, Medicare managed care plans, HMO, or Health Service Corporation, Agency, or Producer within twelve (12) months prior to providing contractual services.
- 2.9.3 The contractor shall not receive support or endorsements from any insurance company, Medicare Part D carrier, Medicare managed care plans, HMO, or Health Service Corporation, Agency, or Producer.

2.10 Reporting Requirements:

- 2.10.1 Budget Report: On an annual basis, prior to contract renewal and expiration of the contract, and at other times if requested by the state agency, the contractor shall submit a detailed budget to the state agency in the format specified by the state agency. The annual budget shall identify how the subsequent year's contract funding will be used, including, but not limited to, personnel, travel, supplies, office expenses, and contractual expenses.
- 2.10.2 The contractor must complete and timely submit the required state agency and AOA financial and management reports as specified by the state agency.
- 2.10.3 The contractor must submit a semi-annual MIPPA report in the required format, as directed by the state agency, to the designated representative at the state agency.
- 2.10.4 The contractor shall submit a monthly report to the state agency in the format and including the information directed by the state agency. The monthly report should include, but is not limited to:
- a. Contacts by region;
 - b. Outreach by region;
 - c. LIS applications;
 - d. MSP applications
 - e. Trainings;
 - f. Volunteer requirements, and
 - g. Updates on special project activities.
- 2.10.5 All required reports for the state agency shall be submitted electronically and/or via hardcopy, as specified by the state agency.

- 2.10.6 The contractor shall submit the required reports on or before the fifteenth (15th) day of the month following the close of the reporting period.
- 2.10.7 The contractor must submit all required reports no later than thirty (30) calendar days after the expiration/termination of the contract.
- 2.10.8 The contractor shall submit reports due to AOA to the state agency at least one (1) week prior to the submission due date of such reports to AOA. The AOA required reports will be reviewed and edited by the state agency prior to submission by the state agency of the reports to AOA.
- 2.10.9 The contractor shall retain all records pertaining to the Missouri SHIP program. The contractor shall turn all records over to the state agency if requested.
- a. The contractor shall retain all records pertaining to the contract, including AOA's SHIP performance reporting data, for a period of three (3) years following the expiration/termination/cancellation of the contract, as set forth and described in 2 CFR Part 200.334. Copies or other facsimiles of program records, such as electronic media, are acceptable substitutions for original documents.
- 2.10.10 At least monthly, the contractor shall report the counseling activities conducted by the state agency and the contractor in AOA's SHIP data reporting system.
- 2.10.11 The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by the state agency.
- a. The contractor shall make all such records, books, and other documents relevant to the contract available to the state agency and its designees and the Missouri State Auditor in a format acceptable to the state agency at all reasonable times during the term of the contract.
- b. The contractor shall retain all such records according to the state agency's retention period or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit, investigation, or other actions involving the records have been started before the expiration of the retention period, the contractor shall retain such records until completion of such action and resolution of all issues that arise from it.
- c. The contractor shall permit the state agency, governmental auditors, and authorized representatives of the State of Missouri to audit or examine, copy, or investigate any of the contractor's records, procedures, books, documents, papers, and records recording receipts and disbursements of any of the funds paid to the contractor. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented. Any audit exception noted by governmental auditors shall not be paid by the state agency and shall be the sole responsibility of the contractor. However, the contractor may contest any such exception by any legal procedure the contractor deems appropriate. The state agency will pay the contractor all amounts which the contractor may ultimately be held entitled to receive as a result of any such legal action.
- 2.10.12 Budget/Price Analysis: After contract award, the contractor must provide a budget/price analysis for each of the firm, fixed prices identified on **Exhibit C, Pricing Page**. The budget/price analysis must reflect the contractor's breakdown of the quoted price and should be shown in sufficient detail to demonstrate those factors affecting the price such as staffing patterns and proposed hours, etc. The budget/price analysis must be in a format mutually agreed to by the contractor and state agency.

2.11 Financial Records and Document Retention:

- 2.11.1 The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles.
- 2.11.2 The contractor shall maintain all financial records, supporting documentation, and all other records pertinent to the contract for a period of five (5) years from the date of the final payment by the state agency/submission of final report to the state agency or the completion of an audit, whichever is later, or as otherwise stated in the contract.
 - a. If any litigation, claim, negotiation, audit, investigation, or other action involving the records has been started before the expiration of the five (5) year period, the contractor shall retain the records until completion of such action and resolutions of all issues that arise from it or until the end of the regular five (5) year period, whichever is later.
 - b. If the state agency is subject to any litigation, claim, negotiation, audit, or other action involving the records, the state agency will notify the contractor in writing to extend the contractor's retention period.
- 2.11.3 The contractor shall maintain a financial management methodology that, at a minimum, records expenditures in a manner that readily identifies the expenditure as an allowable activity and allows required federal financial reports to be easily prepared.
- 2.11.4 The contractor shall have written policies and procedures to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) and shall make its policies and procedures available to the state agency, upon request.

2.12 Electronic Funds Transfer, Invoicing, and Payment Requirements and Travel Expenses:

- 2.12.1 Electronic Funds Transfer (EFT): The State of Missouri will submit contract payments to the contractor at the remittance address listed in the contractor's MissouriBUYS (WebProcure/Proactis) vendor registration. However, the contractor understands and agrees 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 vendor registration with their current remittance address and ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.
- 2.12.2 Invoicing: The contractor shall submit invoices monthly. Invoices shall be due by the last day of the month following the month in which the contractor provided services under the contract. The contractor shall perform the services prior to invoicing the state agency. Final invoices are due by no later than thirty (30) calendar days after the expiration/termination of the contract.
 - a. The contractor shall invoice the state agency on the contractor's original descriptive business invoice form for the monthly firm, fixed total price stated on the pricing page for the SHIP and MIPPA grants. The contractor shall invoice the state agency for the actual amount of the expenses incurred related to the BEC grant.
 - b. The contractor shall submit separate monthly invoices for the SHIP services, the MIPPA services, and the BEC services, unless otherwise specified by the state agency.
 - c. The contractor shall submit monthly invoices electronically to the state agency and/or paper at the request of the state agency.
 - d. The contractor shall invoice the state agency on the contractor's original descriptive business invoice form and submit the invoice electronically or to the following address:

PO Box 690
Jefferson City, Missouri 65102

- e. 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) vendor registration.
- f. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number and the remittance address included in the contractor's MissouriBUYS (WebProcure/Proactis) vendor registration. 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 in the RFP.
- g. 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.
- h. The contractor shall not invoice federal or state taxes unless otherwise required under law or regulation.

2.12.3 Payment:

- a. Upon successful completion and the state agency's approval of the services provided during the month, including the provision of all required reports, the contractor shall be paid in accordance with the approved invoice.
 - 1) The contractor shall understand and agree that the state agency shall not be responsible for payment under the terms of the contract beyond state appropriations, the SHIP grant award from ACL/AOA annually, and any remaining MIPPA grant award to the state agency.
- b. In the event that additional SHIP and/or MIPPA funds are distributed by AOA to the state agency or if additional funds are available to the state agency, the State of Missouri reserves the right to amend the contract for the provision of additional information, counseling, and/or assistance related to the Missouri SHIP program. The Division of Purchasing shall amend the contract to reflect the additional Missouri SHIP program services to be provided and the additional funding for the provision of those additional Missouri SHIP program services.
- c. Payments are due upon receipt of a valid invoice, payable in 30 calendar days. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- d. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.

- 2.12.4 Inspection and Acceptance Specifications: For purposes of acceptance, no equipment, supplies, and/or services received by the state pursuant to a contract shall be deemed accepted until the state has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- a. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected by the state. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
 - b. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
 - c. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.
- 2.12.5 Travel Expenses: The contractor must have the prior written approval of the state agency for any travel-related expenses.
- a. The contractor shall invoice and be reimbursed for actual and reasonable travel expenses either at the Contiguous US Per Diem Rates (CONUS) or the travel reimbursement rates set by the contractor's internal written policy, whichever is lower.
 - 1) The CONUS can be found by clicking on the link for "Per Diem Rates" at the following Internet address: <http://www.gsa.gov>.
 - b. The contractor must have the prior written approval of the state agency for any travel-related expenses that may exceed the CONUS rates.
 - c. Other Miscellaneous Travel Expenses – The contractor shall be reimbursed the actual amount of other travel expenses incurred, provided that the state agency approved the possibility for and estimates of such expenses in advance and that the actual expenses incurred are reasonable for the location in which the travel occurred.
 - d. Travel Expenses Invoicing and Payment – The contractor must itemize all expenses incurred including miles traveled on the invoice submitted to the state agency for reimbursement and must attach original receipts for travel expenses.
 - 1) The contractor shall be reimbursed for such travel expense, after receipt of all required documentation and approval by the state agency of the invoice and documentation.
 - 2) In no event shall the contractor be reimbursed for any travel beyond those included within the guaranteed, not-to-exceed total stated on the Exhibit C, Pricing Pages.
- 2.12.6 If the state agency denies a request by the contractor for payment or reimbursement, the state agency will provide the contractor with written notice of the reason(s) for denial.
- 2.12.7 If the contractor is overpaid by the state agency the contractor, upon notification by the state agency, shall provide the state agency (1) with a check payable as instructed by the state agency or (2) deduct the overpayment from the invoice(s) as requested by the state agency.
- 2.12.8 The total payments and reimbursements to the contractor for all services and expenses shall not exceed the price stated on the Exhibit C, Pricing Pages.

2.12.9 Other than the payments and reimbursements specified in the contract, no other payments or reimbursements shall be made to the contractor.

2.13 Competitive Procurement Practices by Subrecipient:

2.13.1 In the event the contractor performs as a subrecipient, the contractor shall follow competitive procurement practices.

******END OF SCOPE OF WORK SECTION******

3. TERMS AND CONDITIONS SECTION

3.1 Applicable Laws and Regulations:

- 3.1.1 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 Purchasing.

3.2 Non-Discrimination and Affirmative Action:

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

3.3 Americans with Disabilities Act:

- 3.3.1 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.

3.4 Anti-Discrimination Against Israel Act Contractor Requirements:

- 3.4.1 If the contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.
- 3.4.2 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 Division of Purchasing an updated **Exhibit L**, Anti-Discrimination Against Israel Act Certification.

3.5 Authorized Personnel/E-Verify:

- 3.5.1 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.
- 3.5.2 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.
- 3.5.3 The contractor shall only be required to provide the affidavits required in section 285.530.2, RSMo, to the state on an annual basis. <https://purch.oa.mo.gov/vendor-information/affidavit-work-authorization-annual-renewal>
- 3.5.4 The contractor shall ensure that its subcontractors comply with section 285.530, RSMo.

3.6 Business Associate Agreement:

- 3.6.1 Some of the state agencies 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) and all regulations promulgated pursuant to authority granted therein. The contractor shall abide by a Business Associate Agreement. The state's current Business Associate Agreement is contained in **Attachment 6**.

3.7 Business Registration:

- 3.7.1 The contractor must meet the requirements for conducting business in the State of Missouri, prior to performance of services under the contract, and for the duration of the contract. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Such business requirements for formation and operation include, but are not limited to, those in Chapters 347-359, RSMo.

3.8 Data Breach:

- 3.8.1 If a data breach impacting the State of Missouri's data requires the state to comply with section 407.1500, RSMo, the contractor shall assist the state by providing to the state any requested information held by the contractor concerning the breach and the state's data stored in the software and services being provided as a result of the contract.

3.9 Elected or Appointed Officials and Employees:

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

3.10 Indemnification:

- 3.10.1 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.

3.11 Legal Proceedings:

- 3.11.1 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 RFP 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.
- 3.11.2 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.
- 3.11.3 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.

3.12 Negotiations:

- 3.12.1 The State of Missouri does not negotiate contracts after award. Any competitive negotiation, if conducted by the state, must have occurred prior to contract award in accordance with Chapter 34, RSMo, 1 CSR 40-1.050 and as stated in this RFP.

3.13 Federal Funds Requirements:

- 3.13.1 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 7** or other requirements identified by the federal government.

3.14 Invoicing and Payment:

- 3.14.1 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.

3.15 Non-Appropriation of Funds:

- 3.15.1 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).
- 3.15.2 To the extent that federal funding is used for the contract, the contract shall not be binding upon the state for any period in which such funding is reduced, terminated, withheld, restricted, or is frozen or paused.

3.16 Work Outside the United States:

- 3.16.1 Unless work outside the United States is prohibited by the RFP, any work performed outside of the United States for the contract must comply with Executive Order 04-09.

3.17 Open Records:

- 3.17.1 Pursuant to section 610.021, RSMo, the contract and related documents are available for public review. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.

3.18 Protests:

- 3.18.1 Any proposal award protest must be received within ten (10) state business days after the date of award in accordance with the requirements of 1 CSR 40-1.050.

3.19 Record Access:

- 3.19.1 The contractor shall grant the State Auditor access to records/items as stated in section 29.235, RSMo.

3.20 State Preferences:

- 3.20.1 If the contractor's awarded proposal include 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 34.069 RSMo for Honorably Discharged Veteran Enterprises;

- c. Section 34.074 RSMo and 1 CSR 40-1.050 for Service Disabled Veteran Enterprises; and
- d. Section 34.165 RSMo and 1 CSR 40-1.050 for Organizations for the Blind/Sheltered Workshops.

3.21 Taxes:

- 3.21.1** The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax. No contract shall be awarded to a vendor that does not meet the conditions of section 34.040.7, RSMo.

*******END OF TERMS AND CONDITIONS SECTION*******

4. GENERAL CONTRACTUAL REQUIREMENTS SECTION

4.1 Contract Definition:

4.1.1 A binding contract shall consist of the following documents:

- a. the most current version of the RFP (including all Exhibits and Attachments included in the RFP) as amended by: RFP amendment(s) issued prior to bid closing, Best and Final Offer (BAFO) requests, and contract amendment(s);
- b. the most current version of the contractor's proposal, including the contractor's BAFO responses, state-requested clarification responses, and contract amendment responses; and
- c. the Division of Purchasing's acceptance of the proposal by "notice of award".

4.1.2 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

4.1.3 The vendor's response, whether responding to a mandatory requirement or a desired attribute, will be binding upon the contractor in the event the vendor's response is accepted by the state and a contract is awarded.

4.1.4 The contractor further agrees that the language of the RFP shall govern in the event of a conflict with the contractor's proposal.

4.1.5 The contractor shall agree to furnish all awarded services specified in the contract, at the prices quoted therein.

4.1.6 A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of written authorization to proceed from the state, such as an order form, (in addition to the Division of Purchasing's "notice of award").

4.1.7 The state agency may sign or "click-through" and accept agreements if required by the contractor in order to receive services; however, all provisions of such agreements that conflict with the contract shall have no force or effect.

4.2 Contract Amendment:

4.2.1 All changes to the contract must be accomplished by a formal contract amendment executed by both the contractor and the Division of Purchasing prior to the effective date of such change. No other means shall be used or construed as an amendment or modification to the contract.

4.3 Contract Period:

4.3.1 The original contract period shall be as specified on the cover page and the subsequent Notice of Award of the RFP.

4.3.2 **Renewal Options:** The Division of Purchasing shall have the right, at its sole option, to renew the contract for nine (9) additional one-year period(s), or any portion thereof. In the event the Division of Purchasing exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

4.4 Contract Pricing:

- 4.4.1 All prices shall be firm, fixed, and as indicated in the **Exhibit C**, Pricing Pages. The state shall not pay nor be liable for any other additional costs, including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, liquidated damages, attorney fees, etc.
- 4.4.2 Renewal Pricing: If the Division of Purchasing, the contractor shall agree that all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period except as stated herein in regard to pricing. All prices for the renewal periods will remain the same as that for the original contract period unless changes to the funds for Medicare and health Insurance Counseling services are made by the Governor and/or the Missouri General Assembly.
- a. If additional funds are appropriated for the renewal period, the contractor may be given an opportunity to request an amount up to a maximum price through an amendment provided by the Division of Purchasing.
 - b. If funds are reduced, the contractor will be advised of the applicable decrease for the renewal period or portion thereof. If such reductions are rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted.
- 4.4.3 Pricing Commitment: The contractor shall understand and agree the firm, fixed pricing stated in the **Exhibit C**, Pricing Pages shall not be increased unless the state requests a corresponding increase in the scope of work under the contract, which shall only be allowable through a formal contract amendment mutually agreed to between the Division of Purchasing and the contractor. In other words, if the contractor underestimates the level of effort in terms of any resources, the contractor may not charge the state more than the firm, fixed pricing stated in the **Exhibit C**, Pricing Pages. If the state later amends the contract to increase the scope of work, then the cost related to the additional scope of work may be reflected as agreed upon by the state and the contractor. If the scope of work does not increase, the contractor shall complete all work agreed upon in the contract at the firm, fixed pricing stated in the **Exhibit C**, Pricing Pages.
- 4.4.4 Contract Extension: The Division of Purchasing shall have the right, at its sole option, to extend the contract as necessary to allow for the completion of state health insurance information, counseling, and assistance services that are assigned for completion beyond the expiration of the contract. Such state health insurance information, counseling, and assistance services must have been assigned to the contractor (1) prior to the expiration of the contract, and (2) prior to the award of any succeeding contract. In the event the Division of Purchasing exercises such right, all other terms and conditions, requirements and specifications of the contract, including prices, applicable to state health insurance information, counseling, and assistance services shall remain the same and shall apply during the extension period.

4.5 Termination for Convenience:

- 4.5.1 The Division of Purchasing reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 4.5.2 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 or where the funds are withheld by the governor, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or due to the governor's withholding.

4.6 Cancellation for Breach of Contract:

- 4.6.1 In the event of material breach of the contractual obligations by the contractor, the Division of Purchasing may cancel the contract. At its sole discretion, the Division of Purchasing may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. As specified by the Division of Purchasing, the actual cure must be completed within no more than ten (10) state business days from notification, or at a minimum the contractor must provide the Division of Purchasing within ten (10) state business days from notification a written plan detailing how the contractor intends to cure the breach.
- 4.6.2 If the contractor fails to cure the breach or if circumstances demand immediate action, the Division of Purchasing will issue a notice of cancellation terminating the contract immediately. If it is determined the Division of Purchasing improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- 4.6.3 If the Division of Purchasing cancels the contract for breach, the Division of Purchasing reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Division of Purchasing deems appropriate and charge the contractor for any additional costs incurred thereby.
- 4.6.4 The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated or where the funds are withheld by the governor, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or due to the governor's withholding.

4.7 Incoming and Outgoing Transition:

- 4.7.1 Incoming Transition: Upon state agency authorization to proceed with services, the contractor shall work with the state agency and any other organizations designated by the state agency to facilitate an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the state agency.
- 4.7.2 Outgoing Transition: Upon expiration, termination, or cancellation of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract. If requested by the state agency, the contractor shall provide and/or perform any or all of the following responsibilities:
- a. The contractor shall deliver, FOB Destination Freight, Prepaid and Allowed, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the state agency and/or to the state agency's designee within seven (7) calendar days after receipt of the written request in a format and condition that are acceptable to the state agency.
 - b. The contractor shall discontinue providing services or accepting new assignments on the date specified by the state agency, in order to ensure the completion of such service prior to the expiration of the contract.
 - c. If requested by the state, the contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period of up to 180 calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract. If such request is made by the state, an appropriate contract amendment will be issued.
 - d. Unless specified elsewhere herein, there shall be no additional costs paid to the contractor for transition services.

- e. The contractor shall not accept any new clients on behalf of the state agency nor be paid for service to any new clients by the state agency if service is implemented after the termination or cancellation date of the contract. In the event that services for a client are referred or transferred to another organization, the contractor shall furnish all records, treatment plans, and recommendations, which are necessary to ensure continuity and consistency of care for the client.
- f. If requested in writing via formal contract amendment, the contractor shall continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed ninety (90) calendar days after the expiration, termination, or cancellation date of the contract for a price not to exceed those prices set forth in the contract.
 - 1) The contractor must obtain specific written approval from the state agency prior to providing continuing services to any client after the termination or cancellation of the contract. The written approval must identify the specific client and contain a date for the termination of service for the client.
 - 2) The decision to allow a client to receive continuing services shall be made by the state agency on a case-by-case basis at its sole discretion.

4.8 Contract Assignment:

- 4.8.1 Any contract assignment, except as noted below, shall require prior written consent by the state, which shall not be unreasonably withheld. However, the contractor may assign the contract without the state's prior consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, contingent upon the assignee agreeing to be bound by all of the terms of the contract with the State of Missouri and all past due fees are paid in full. The contractor must notify the Division of Purchasing of all contract assignments, which shall be addressed in a contract amendment. Any other means of assignment shall be void and of no effect. Subject to the foregoing, the contract shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

4.9 Contractor Liability:

- 4.9.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's 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.
 - a. 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.
 - b. 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.
 - c. 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.

4.10 Insurance:

- 4.10.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees 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 must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured. In the event any insurance coverage is cancelled, the state agency must be notified at least thirty (30) calendar days prior to such cancellation.
- 4.10.2 Evidence of Insurance: The contractor shall provide written evidence of the insurance to the state agency prior to performance under the contract. Such evidence shall include, but shall not necessarily be limited to: effective dates of coverage, limits of liability, insurer's name, policy number, endorsement for the non-professional liability insurance naming the State of Missouri as an additional insured, endorsement by representatives of the insurance company, etc. The contract number must be identified on the evidence of insurance coverage. Evidence of self-insurance coverage or of another alternate risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.

4.11 Single Point of Contact and Responsibility:

- 4.11.1 The contractor shall be the single point of contact and shall be responsible for the contract regardless of any subcontract arrangements.

4.12 Contractor Status:

- 4.12.1 The contractor shall be considered an independent contractor and shall not represent itself, its employees, or its subcontractors to be employees of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc.

4.13 Subcontractors:

- 4.13.1 The contractor shall assume and be solely responsible for fulfillment of all contractual obligations and all legal and financial responsibilities related to the execution of a subcontract.
- 4.13.2 The contractor shall understand and agree that utilization of a subcontractor to provide any of the services in the contract shall not relieve the contractor of the responsibility for providing the services specified herein. The contractor shall coordinate activities with the contractor's subcontractors. The state will coordinate activities between the contractor and third party vendors provided by the state.
- 4.13.3 Except in cases where the state's actions are the cause of a subcontractor claim, the contractor must ensure that the State of Missouri is indemnified, saved, and held harmless from all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters to the same extent the contractor indemnifies the state as described in the contract between the State of Missouri and the contractor.
- 4.13.4 The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

- a. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements related to the products and/or services provided to the State of Missouri as a result of the contract.
- 4.13.5 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.

4.14 Participation by Other Organizations:

- 4.14.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) and/or Honorably Discharged Veteran Enterprise (HDVE) participation levels committed to in the contractor's awarded proposal. The contractor must meet their participation commitment identified in their awarded proposal, regardless of the products and/or services purchased by the state from the contract.
- a. The contractor shall prepare and submit to the Division of Purchasing a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops, and/or SDVEs, and/or HDVEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing.
 - b. The Division of Purchasing will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop, SDVE, and HDVE participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
 - c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops, or other SDVEs, or other HDVEs to fulfill the participation requirements committed to in the contractor's awarded proposal.
 - 1) The contractor must obtain the written approval of the Division of Purchasing for any new entities. This approval shall not be arbitrarily withheld.
 - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing detailing all efforts made to secure a replacement. The Division of Purchasing shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
 - d. No later than 30 calendar days after the effective date of the first renewal period, the contractor must submit an affidavit to the Division of Purchasing. The affidavit must be signed by the director or

manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing's website at <https://purch.oa.mo.gov/vendor-information> or another affidavit providing the same information.

4.15 Substitution of Personnel:

- 4.15.1 The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees that no substitution of such specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.

4.16 Coordination:

- 4.16.1 The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing throughout the effective period of the contract.

4.17 Property of State:

- 4.17.1 All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.
- 4.17.2 The contractor shall further agree that no reports, documentation, or material prepared, including the program(s) 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 state agency.

4.18 Inventions, Patents, and Copyrights:

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

4.19 Confidentiality and Security Documents:

- 4.19.1 Neither party shall disclose or use any confidential information of the other party, except as reasonably necessary to perform its obligations or to exercise its rights pursuant to the contract or with the other party's prior written permission.
- 4.19.2 If required by the state, the contractor must sign specific documents regarding confidentiality, security, or other similar documents that align with the confidentiality and security terms in the contract upon request, concerning the services provided for in the contract, and are consistent with the terms of the contract. The contractor shall have the opportunity to review, discuss, and approve the documents the contractor must sign prior to signature. The contractor shall ensure that its personnel, its subcontractors, and its subcontractors' personnel adhere to the confidentiality and security required by the contract. Failure of the contractor to sign such documents absent a good faith basis may be considered a breach of contract and subject to the cancellation provisions of this document.

4.20 Force Majeure:

- 4.20.1 Neither the state nor the contractor shall be liable to the other for any failure or delay of performance of any obligations hereunder when such failure or delay shall have been wholly or principally caused by acts or events beyond the state's or contractor's reasonable control. Both parties shall make all reasonable efforts to remove or eliminate such a cause of delay or default. Any party must give written notice of any Force Majeure event to the other party within a reasonable time period after its occurrence in order to receive the liability protections of this paragraph. The contractor shall understand and agree that changes in law, taxes, and tariffs are not force majeure events.

4.21 Actions, Suits, or Proceedings:

- 4.21.1 The contractor must notify the State of Missouri immediately if the contractor becomes aware of any action, suit, or proceeding, pending or threatened that will have a material adverse effect on contractor's ability to fulfill the obligations under the contract. The contractor's public filings with the United States Securities and Exchange Commission (SEC) shall meet the notice requirement set forth herein.
- 4.21.2 Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the State of Missouri, Division of Purchasing immediately.

4.22 Material Delay by State:

- 4.22.1 If the contractor believes that actions or inactions of the state may lead to a material delay for any scheduled deadline, or cause the contractor to incur additional costs, the contractor shall promptly notify the state's designee within forty-eight (48) hours from the time of state's sole action or inaction so that corrective actions can be taken before any material delay or cost occurs. If, after receiving the prompt notice, a material delay of a scheduled deadline occurs due to the state's sole action or inaction, an adjustment to the deadline and corrective actions shall be mutually agreed upon by both parties, with a goal of no additional costs to the state. However, if the contractor fails to notify the state's designee within forty-eight (48) hours of the sole actions or inactions of the state that leads to a delay of a scheduled deadline or to additional costs, the deadline shall be adjusted by mutual agreement of the parties at no additional costs.

4.23 Warranties and Representations:

- 4.23.1 The contractor expressly warrants that all equipment, supplies, and/or services provided shall:
- a. conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the Division of Purchasing,
 - b. be fit and sufficient for the purpose expressed in the RFP,
 - c. for any goods provided, be merchantable,
 - d. be of good materials and workmanship, and
 - e. be reasonably free from defect.
- 4.23.2 Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

4.24 Conflict of Interest:

- 4.24.1 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.

4.25 Remedies and Rights:

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

4.26 Communications and Notices:

- 4.26.1 Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail, or hand-carried and presented to an authorized employee of the contractor.

4.27 Survivability of Terms:

- 4.27.1 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.

******END OF GENERAL CONTRACTUAL REQUIREMENTS SECTION******

5. VENDOR SUBMISSION, EVALUATION, AND AWARD INFORMATION SECTION

5.1 Proposal Submission Overview:

- 5.1.1 Vendors must examine the entire RFP carefully. Failure to do so shall be at the vendor's risk.
- 5.1.2 Vendors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. It is preferred that questions be emailed to the buyer.
- 5.1.3 It is the vendor's responsibility to ask questions, request changes or clarifications, or otherwise advise the Division of Purchasing believes that any RFP provisions 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 vendor's ability to submit a proposal. Likewise, if the RFP lacks needed clarity and will otherwise necessitate the inclusion of vendor assumptions, vendor should request an amendment to the RFP prior to the closing date and time to identify needed information.
- 5.1.4 All responses must (1) be submitted by a duly authorized representative of the vendor's organization, (2) contain all information required by the RFP, and (3) be priced as required.
- 5.1.5 By submitting a proposal, the vendor agrees to furnish the equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- 5.1.6 Proposals, including all prices therein, shall remain valid for 90 calendar days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted and awarded, the entire proposal, including all prices, and BAFO submission, if applicable, shall be firm for the specified contract period.
- 5.1.7 All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- 5.1.8 The Division of Purchasing reserves the right to officially amend or cancel an RFP after issuance.

5.2 Preparation of Proposals:

- 5.2.1 Business Compliance Pre-Work: Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits explained in the evaluation process section herein, vendors are encouraged to IMMEDIATELY begin securing these verifications when preparing a proposal.
- 5.2.2 RFP Vendor Response Exhibits: The vendor must submit properly completed RFP Vendor Response Exhibits as their proposal. If the vendor submits any additional materials, the vendor is instructed to identify to which Exhibit and/or RFP provision the material corresponds. Each exhibit includes instructions outlining the information to be provided in response to the exhibit.
 - a. Exhibit A, Proposal Signature Page should be completed and placed at the beginning of the proposal to declare understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by any RFP amendments. The remaining exhibits should be placed in sequential order after the Exhibit A, Proposal Signature Page.
 - b. Vendors do not need to return the RFP Sections or RFP Attachments contained herein with their proposal.

- 5.2.2 Proposal Preparation Costs: Any and all costs incurred by the vendor in preparing or submitting a proposal shall be the vendor's sole responsibility whether or not any award results from this RFP. The state shall not reimburse such costs.
- 5.2.3 Proposal Page Numbering: The proposal should be page numbered.
- 5.2.4 Proposal Page Count: The vendor's response to **Exhibit F**, Methodology, Approach, and Work Plan of the Technical Proposal should be limited to a total of thirty (30) pages. If the vendor elects to include additional documents with the vendor's response to supplement this exhibit, then the additional documents will count toward the stated page limit. The vendor's response to the other exhibits will not apply to the page count identified above.
- 5.2.5 Proposal Font: The proposal should be easily readable and legible fonts, 11 point or above, should be used. For graphics or illustrations within the proposal, the font size may be smaller than 11 point.
- 5.2.6 Embedded Files, Hyperlinks, and Video Clips: The vendor should not include embedded files, hyperlinks, or video clips within their response to the RFP. In the event the vendor provides embedded files, hyperlinks, or video clips, the vendor shall understand the state is not obligated to consider such information in the evaluation of the vendor's response.
- 5.2.7 Completeness of Proposal: It is the vendor's sole responsibility to submit complete and clear information in their proposal in response to the RFP Vendor Response Exhibits. The state is under no obligation to solicit such information if it is not included in the vendor's response. The vendor's failure to submit such information may cause an adverse impact on the evaluation of their proposal. Information not relevant to the requirements herein and to explaining the vendor's proposed solution should be excluded from the vendor's response.

5.3 Compliance with Requirements, Terms and Conditions:

- 5.3.1 Non-compliant proposals shall be ineligible for award pursuant to 1 CSR 40-1.050(21) which, in part, states, "(21) Awards are to be made to the bidder/offeror whose bid/proposal complies with— (A) All mandatory specifications and requirements of the bid/proposal." Therefore, taking exception to mandatory provisions of the RFP shall place the vendor at risk for being non-responsive and ineligible for award.
- 5.3.2 Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- 5.3.3 The vendor is cautioned when submitting pre-printed terms and conditions or other types of material to ensure such documents do not contain terms and conditions that conflict with those of the RFP and its contractual requirements.
- 5.3.4 If the vendor's response includes any exceptions to the mandatory provisions of the RFP, the vendor must (1) identify the specific RFP paragraph number to which the exception applies along with a description of why the vendor is taking exception to the provision; and (2) any proposed alternative language the vendor would like the state to consider to replace the provision. However, the vendor must understand and agree:
- a. Exceptions to mandatory provisions of the RFP place the vendor at risk for being non-responsive and ineligible for award. The state is not obligated to revise the RFP to make provision for the identified exception(s).
 - b. Section 1 of the RFP provides required instructions for addressing RFP questions and requesting changes or clarifications to the RFP prior to the proposal closing date, revisions to the RFP after the proposal closing date and time can only be made through the competitive negotiation process described herein. However, the state shall not be obligated to conduct competitive negotiations.

5.3.5 In the event that the vendor is an agency of state, local, or federal government or political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a vendor may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by the Division of Purchasing or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by the Division of Purchasing. If the Division of Purchasing determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP.

5.3.6 In the event all vendors fail to meet the same mandatory requirement in an RFP, the Division of Purchasing reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, the Division of Purchasing reserves the right to waive any minor irregularity or technicality found in any individual proposal.

5.4 Confidentiality and Proprietary Materials:

5.4.1 Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until a contract has been awarded or all proposals are rejected.

5.4.2 Missouri Sunshine Law: The Division of Purchasing is a governmental body under the Missouri Sunshine Law (chapter 610, RSMo). 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.

5.4.3 Proposal Confidentiality: Regardless of any claim by a vendor as to material being proprietary and not subject to copying or distribution, or how a vendor characterizes any information provided in its proposal, all material submitted by the vendor in conjunction with the RFP is subject to release after the award of a contract 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 by the Division of Purchasing and withheld from any public request submitted to the Division of Purchasing after award. The vendor should presume information provided to the Division of Purchasing in a proposal will be public following the award of the contract or after rejection of all proposals and made available upon request in accordance with the provisions of state law. The vendor's sole remedy for the state's denial of any confidentiality request shall be limited to withdrawal of their proposal in its entirety. Except for information the Division of Purchasing deems confidential, the vendor is advised not to include any information in the proposal that the vendor does not want to be viewed by the public, including personal identifying information such as social security numbers. Therefore, vendors should NOT include confidential material with their proposal.

5.4.4 Information Not Considered Confidential: In no event will the following be considered confidential or exempt from the Missouri Sunshine Law; however, this is not meant to be an all-inclusive list:

- a. Vendor's entire proposal;
- b. Vendor's pricing;
- c. Vendor's proposed method of performance, approach, work plan, and technical capabilities including schedule of events and/or deliverables;
- d. Vendor's experience information including customer lists or references; and
- e. Vendor's product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest (see subsection 15 of section 610.021, RSMo).

5.5 Foreign Vendors:

- 5.5.1 Foreign vendors who do not have an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must complete the appropriate IRS W-8 form (found on the www.irs.gov website) and must attach this completed and signed form when registering on the MissouriBUYS (<https://missouribuys.mo.gov>) website.
- a. When submitting a proposal, the vendors who do not have an IRS Employer Identification Number should attach a note to the front page of their proposal advising the Division of Purchasing if: (1) a completed and signed W-8 form is included with the proposal or (2) a completed and signed W-8 form is attached to their vendor registration profile on the MissouriBUYS website.
 - b. Foreign vendors that have an IRS Employer Identification Number may register as a vendor on the MissouriBUYS (<https://missouribuys.mo.gov>) website by using the IRS Employer Identification Number assigned to their company and attaching a completed and signed IRS W-9 form to their vendor registration profile. (Note: Attaching a completed and signed IRS W-8 form is not necessary.)

5.6 On-line Submission of Solicitation Response:

- 5.6.1 In order for the vendor to submit their proposal, the vendor must be registered in MissouriBUYS, powered by MOVERS in a “Prospective” or “Spend Authorized” registration status. The vendor must achieve “Approved” registration status in MissouriBUYS (WebProcure/Proactis) and “Spend Authorized” registration status in MissouriBUYS, powered by MOVERS in order to be considered for a contract award. MissouriBUYS, powered by MOVERS is the State of Missouri’s web-based procurement system located at <https://www.missouribuys.mo.gov>. Detailed instructions pertaining to vendor registration can be found at: <https://missouribuys.mo.gov/media/pdf/vendor-registration-instructions>.
- 5.6.2 The registered vendor must submit their sealed proposal electronically through MissouriBUYS, powered by MOVERS. Hardcopy proposals are not accepted. All proposals must (1) be submitted by a duly authorized representative of the vendor’s organization, (2) contain all information required by the RFP, and (3) be priced as required. Unless the RFP specifies otherwise, no other means of proposal submission, modification, or retraction or withdrawal shall be allowed.
- a. Registered vendors must submit their proposal electronically through MissouriBUYS, powered by MOVERS by completing the applicable on-line pricing and by completing, attaching, and submitting all completed RFP Vendor Response Exhibits (including **Exhibit A, Proposal Signature Page** and all other exhibits) and all other contents of their proposal. The registered vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing. Instructions on how a registered vendor responds to a bid on-line are available on the MissouriBUYS, powered by MOVERS website at: <https://missouribuys.mo.gov/media/pdf/movers-bid-response-instructions> (see Bid Response Instructions for MissouriBUYS, powered by MOVERS). Electronic responses shall not be submitted via email.
 - b. The exhibits, forms, and Pricing Page(s) provided herein should be saved into a word processing document, completed by a registered vendor, and then sent as an attachment to the electronic submission in MissouriBUYS, powered by MOVERS. 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 vendor’s response attachments should be searchable. Each attachment submitted in MissouriBUYS, powered by MOVERS must not exceed a 100MB file size.
 - 1) In the event the registered vendor 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 vendor's failure to follow these instructions shall relieve the state of any obligation to preserve the confidentiality of the documents.

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

- 5.6.3 The vendor is solely responsible for ensuring timely submission of their electronic solicitation response. Failure to allow adequate time prior to the proposal closing date and time to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the vendor and their response at risk of not being accepted on time.
- 5.6.4 If a registered vendor submits multiple responses in MissouriBUYS, powered by MOVERS and if such responses are not identical, the vendor should explain which response is valid or if both responses are valid as alternative responses. In the absence of an explanation, the State of Missouri shall consider the response which serves its best interest to be valid.
- 5.6.5 To ensure software compatibility with the MissouriBUYS, powered by MOVERS, the vendor should submit the proposal attachments in Microsoft Word, Microsoft Excel, or Adobe PDF. The vendor should use the Microsoft Edge web browser when submitting their proposal response in MissouriBUYS, powered by MOVERS. A vendor's failure to follow these instructions and instead use a different application or method for completion and submission of attachments could render some or all of the vendor's response to be unreadable which could negatively impact the evaluation of the vendor's response.
 - a. If vendor technical assistance is needed when submitting a proposal response, contact solicitations@oa.mo.gov.
- 5.6.6 Proposals may be modified on-line in MissouriBUYS, powered by MOVERS prior to the official closing date and time. Other methods to request to modify a proposal prior to the official closing date and time shall not be honored.
- 5.6.7 To retract a proposal on-line in MissouriBUYS, powered by MOVERS, please see the Revise and Retract Supplier Response Online Reference Guide found at: <https://missouribuy.mo.gov/media/pdf/revise-and-retract-supplier-response-movers>.
- 5.6.8 A proposal may also be withdrawn after the proposal opening through submission of a written request by an authorized representative of the vendor to the Division of Purchasing. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the vendor.
- 5.6.9 When submitting their electronic proposal, the registered vendor indicates acceptance of all RFP requirements, terms and conditions by clicking on the "Accept" button on the Overview tab in MissouriBUYS, powered by MOVERS. Failure to do so may result in rejection of the proposal unless the vendor's full compliance with those documents is indicated elsewhere within the vendor's response.
- 5.6.10 It shall be the sole responsibility of the vendor to monitor the MissouriBUYS, powered by MOVERS Bid Board, <https://missouribuy.mo.gov/bid-board>, to obtain a copy of the RFP amendment(s). Registered vendors who received e-mail notification of the proposal opportunity when the RFP was established and registered vendors who have responded to the RFP on-line prior to an amendment being issued should receive e-mail notification of the amendment(s). Registered vendors who received e-mail notification of the proposal opportunity when the RFP was established and registered vendors who have responded to the proposal on-line prior to a cancellation being issued should receive e-mail notification of a cancellation issued prior to the proposal closing date and time specified in the RFP. If the RFP is cancelled after the proposal closing date and time specified in the RFP, the buyer of record will send email notification to all vendors that responded to the RFP informing them of the cancellation of the RFP.

5.7 Proposal Opening:

- 5.7.1 Proposal openings will occur on the proposal closing date and the opening time specified on the RFP document. Only the names of the respondents/vendors will be made available to the public after the proposal opening. All vendors may view the same proposal response information on the MissouriBUYS, powered by MOVERS System. The contents of the responses shall not be disclosed at this time.
- 5.7.2 Late Proposals: Proposals which are not received in the MissouriBUYS, powered by MOVERS System prior to the official proposal closing date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened and considered under extraordinary circumstances in accordance with 1 CSR 40-1.050.

5.8 Award Determination:

- 5.8.1 The contract shall be awarded to the lowest and best proposal.
- 5.8.2 The award shall be made to the vendor whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the vendor, and all other evaluation criteria specified in the RFP and any subsequent negotiations, and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- 5.8.3 Purchasing reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by the Division of Purchasing based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- 5.8.4 Any award of a contract shall be made by notification from the Division of Purchasing to the successful vendor. The final determination of contract award(s) shall be made by the Division of Purchasing.
- 5.8.5 By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, mined, processed or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- 5.8.6 After a contract is executed or all proposals are rejected, all proposals are uploaded for public viewing into the Division of Purchasing's imaging system known as the Awarded Bid and Contract Document Search system (<https://purch.oa.mo.gov/bidding-contracts/awarded-bid-contract-document-search>).
- a. The Division of Purchasing also posts proposal results on the MissouriBUYS Bid Board (<https://missouribuys.mo.gov/bid-board>) for all vendors to view.
 - b. Vendors that respond to an RFP will be notified of the award results via e-mail.

5.9 Evaluation Process:

- 5.9.1 In order to complete the award identified above, the state will follow the evaluation process identified herein to determine the lowest and best vendor(s).
- 5.9.2 Evaluation Committee and Subject Matter Expert(s): The vendor is advised that an evaluation committee and possibly subject-matter experts will be used to review and assess the proposals for responsiveness to mandatory requirements of the RFP in accordance with the evaluation criteria stated in the RFP. The ethical standards of 1 CSR 40-1.050(10)(O) will apply to evaluators.

5.9.3 Compliance Review: Each proposal submitted in response to the RFP will be reviewed for compliance with the mandatory requirements of the RFP. The vendor shall understand the state will not award a contract to a vendor with a non-responsive (non-compliant) proposal.

- a. A proposal which contains non-responsiveness issues which could never be expected to be brought into compliance, even if given an opportunity for competitive negotiations, shall be considered unacceptable and eliminated from further consideration in the evaluation.
- b. Proposals with non-responsiveness issues which could be corrected during competitive negotiations, if conducted, shall be considered potentially acceptable and remain in the evaluation process until a decision is made in regard to competitive negotiations. Proposals that remain non-responsive at the conclusion of the evaluation process, whether competitive negotiations were or were not conducted, shall be considered non-responsive and therefore ineligible for contract award.
- c. In the event only one proposal is received, the State of Missouri reserves the right to review the proposal to determine if the vendor is responsive, responsible, and reliable and is therefore eligible for award in lieu of conducting an assessment of the proposal in accordance with the evaluation criteria identified herein. Such determination shall be based upon information submitted in the proposal.
- d. The Division of Purchasing reserves the right to reject any and all proposals.
- e. The Division of Purchasing monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

5.9.4 Business Compliance Requirements: Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits, vendors are encouraged to IMMEDIATELY begin securing these verifications when preparing a proposal. In order to be considered eligible for award of a contract, the vendor must be in compliance with the laws regarding conducting business in the State of Missouri and provide the applicable documentation prior to the award of a contract. Vendor's failure to complete the pre-work necessary for submission of completed business compliance exhibits identified below prior to submission of their proposal may result in a non-compliance determination of their proposal response. In order to verify the vendor's compliance, the state will review the vendor's response to the following Business Compliance Exhibits:

- a. Business Compliance **Exhibit I**, State of Missouri Tax Compliance - In accordance with section 34.040.7 RSMo, the vendor 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 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.
- b. Business Compliance **Exhibit J**, Registration of Business Name with the Missouri Secretary of State - In accordance with section 351.572, RSMo, the vendor must obtain a certification of authority 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.
- c. Business Compliance **Exhibit K**, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization - Pursuant to section 285.530, RSMo, if the vendor meets the section 285.525, RSMo, definition of a "business entity" (<https://revisor.mo.gov/main/OneSection.aspx?section=285.530#:%7E:text=285.530.,liability%20of%20contractors%20and%20subcontractors>), the vendor must affirm the vendor'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 vendor should complete applicable portions of **Exhibit K**, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

- d. Business Compliance **Exhibit L**, Anti-Discrimination Against Israel Act Certification - Pursuant to section 34.600, RSMo, if the vendor meets the section 34.600, RSMo, definition of a “company” (<https://revisor.mo.gov/main/OneSection.aspx?section=34.600>) and the vendor has ten or more employees, the vendor must certify in writing that the vendor 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.
- e. Business Compliance **Exhibit M**, Services Outside the United States - If any services offered under this RFP are being performed at sites outside the United States, the vendor must disclose such fact and provide details with the proposal.
- f. Business Compliance **Exhibit N**, Employee/Conflict of Interest
- g. Business Compliance **Exhibit O**, Federal Funding Unique Identity ID - 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 and on the **Exhibit O**, Federal Funding Unique Identity ID.
- h. Business Compliance - Exhibit **P**, Federal Funding Accountability and Transparency Act (FFATA) - In order to assist the state agency in complying with its reporting requirements under FFATA, the vendor must fully complete and submit **Exhibit P**, FFATA Data Form.
- i. General Business Compliance - The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any amendment signature page(s) that the vendor 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 successful vendor shall remain in compliance with such laws for the duration of the resulting contract. The vendor shall provide documentation of compliance upon request by the Division of Purchasing. The compliance to conduct business in the state shall include, but not necessarily be limited to:
 - 1) Taxes (e.g., city/county/state/federal)
 - 2) State and local certifications (e.g., professions/occupations/activities)
 - 3) Licenses and permits (e.g., city/county license, sales permits)
 - 4) Insurance (e.g., worker’s compensation/unemployment compensation)
- j. Each proposal submitted in response the RFP will be reviewed for business compliance with the laws regarding conducting business in the state of Missouri.

5.9.5 Competitive Negotiation of Proposals: The vendor is advised that under the provisions of the Request for Proposal, the Division of Purchasing reserves the right to conduct negotiations of the proposals received throughout the duration of the evaluation process or to award a contract without negotiations.

- a. Any competitive negotiations shall be conducted in accordance with 34.042 RSMo, 1 CSR 40-1.050(22), and any specific terms of this RFP.
- b. The state shall have the right at its sole option to conduct competitive negotiations. The vendor shall understand the state does not guarantee competitive negotiations will be conducted. If negotiations are conducted, the Division of Purchasing may invite the vendor to provide a Best and Final Offer

(BAFO) during the evaluation process. However, the State of Missouri does not negotiate contracts after contract award. (See Section 3.12 of the RFP)

- c. Negotiations may be conducted in person, in writing, or by telephone.
- d. If negotiations are conducted in person at a location determined by the state, travel and attendance expenses incurred by the vendor shall be the responsibility of the vendor.
- e. If negotiations are conducted, the negotiations shall be conducted at no cost to the State of Missouri; therefore, no compensation shall be made to the vendor regarding participation in the negotiation process.
- f. The vendor's prices, methodology, or other provisions of the vendor's response may be subject to negotiation and subsequent revision. As part of the negotiations, the vendor may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- g. The requirements and specifications of the RFP after the proposal closing date and time shall remain unchanged, unless the Division of Purchasing determines that a change in such requirements and specifications is in the best interest of the State of Missouri through an RFP revision as part of the competitive negotiation process.
- h. Proposal revisions may be permitted for the purpose of obtaining best and final offers. The state may limit the scope of a best and final offer.
- i. In conducting negotiations, there shall be no disclosure of any information submitted by competing vendors.

5.9.6 Clarifications and Corrections: Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer will contact the vendor and request clarification of the intended proposal. The correction shall be incorporated in the notice of award, if applicable. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.

- a. Purchasing reserves the right to request clarification of any portion of the vendor's response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

5.9.7 Evaluation Criteria: After determining that a proposal satisfies the mandatory requirements stated in the RFP, the evaluator(s) shall use both objective analysis and subjective judgment in conducting an assessment of the proposal in accordance with the evaluation criteria stated below. Each responsive proposal will receive a score for each element of the evaluation criteria, and the table below identifies the maximum point totals available for each evaluation element, the rating available for each evaluation element, and the available score for each rating.

Evaluation Criteria	Evaluation Element					Maximum Points
COST PROPOSAL						35 points
TECHNICAL PROPOSAL						165 points
Experience of Organization and Past Performance Evaluation Criteria						45 points
	Experience of Organization					25 points
	<u>Distinctive</u> 25	<u>Superior</u> 18	<u>Satisfactory</u> 12	<u>Marginal</u> 6	<u>Unsatisfactory</u> 0	

	Past Performance – Case Study #1					10 points
	<u>Distinctive</u> 10	<u>Superior</u> 7	<u>Satisfactory</u> 5	<u>Marginal</u> 3	<u>Unsatisfactory</u> 0	
	Past Performance – Case Study #2					10 points
	<u>Distinctive</u> 10	<u>Superior</u> 7	<u>Satisfactory</u> 5	<u>Marginal</u> 3	<u>Unsatisfactory</u> 0	
Personnel Qualifications Evaluation Criteria						20 points
	Leadership Personnel					10 points
	<u>Distinctive</u> 10	<u>Superior</u> 7	<u>Satisfactory</u> 5	<u>Marginal</u> 3	<u>Unsatisfactory</u> 0	
	Working Team Personnel					10 points
	<u>Distinctive</u> 10	<u>Superior</u> 7	<u>Satisfactory</u> 5	<u>Marginal</u> 3	<u>Unsatisfactory</u> 0	
Methodology, Approach, and Work Plan Evaluation Criteria						100 points
	2.1 – General Requirements					10 points
	<u>Distinctive</u> 10	<u>Superior</u> 7	<u>Satisfactory</u> 5	<u>Marginal</u> 3	<u>Unsatisfactory</u> 0	
	2.4 – Contractor’s Personnel Requirements					25 points
	<u>Distinctive</u> 25	<u>Superior</u> 18	<u>Satisfactory</u> 12	<u>Marginal</u> 6	<u>Unsatisfactory</u> 0	
	2.5 – Performance Requirements					25 points
	<u>Distinctive</u> 25	<u>Superior</u> 18	<u>Satisfactory</u> 12	<u>Marginal</u> 6	<u>Unsatisfactory</u> 0	
	2.6 – Counseling Performance Requirements					20 points
	<u>Distinctive</u> 20	<u>Superior</u> 15	<u>Satisfactory</u> 10	<u>Marginal</u> 5	<u>Unsatisfactory</u> 0	
	2.7 – MIPPA Requirements					10 points
	<u>Distinctive</u> 10	<u>Superior</u> 7	<u>Satisfactory</u> 5	<u>Marginal</u> 3	<u>Unsatisfactory</u> 0	
	2.8 – Media and Outreach Requirements					10 points
	<u>Distinctive</u> 10	<u>Superior</u> 7	<u>Satisfactory</u> 5	<u>Marginal</u> 3	<u>Unsatisfactory</u> 0	
TOTAL						200 points
BONUS POINT PREFERENCES						
Organization for the Blind and Sheltered Workshop Preference						15 points
Missouri Service-Disabled Veteran Business Enterprise Preference						3 points
Missouri Honorably Discharged Veteran Enterprise Preference						3 points
Details for each of the evaluation categories, evaluation criteria, and evaluation elements outlined above are further defined in the following sections.						

- 5.9.8 Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and facts, whether gained from a proposal, from a vendor, from a vendor’s case studies, or from any other source.
- 5.9.9 In the evaluation of proposals, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. Vendors should apply the same preferences in selecting subcontractors.

5.10 Cost Proposal Evaluation:

5.10.1 Objective Evaluation of Cost: The cost evaluation shall be based on the sum of the firm, fixed total prices stated on **Exhibit C**, Pricing Page, for the original contract period

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

$$\frac{\text{Lowest Responsive Vendor's Price}}{\text{Compared Vendor's Price}} \times \frac{\text{Maximum Cost Evaluation Points (35)}}{1} = \text{Assigned Cost Points}$$

5.10.2 Prompt Payment Discount: The vendor 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 state agency being able to meet the payment deadline, such discount shall not be considered in the cost proposal evaluation.

5.10.3 Maximum Potential Financial Liability to the State of Missouri: Unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.

5.11 Technical Proposal Evaluation:

5.11.1 Evaluation of Experience of Organization and Past Performance: The evaluation of the Experience of Organization and Past Performance shall be subjectively based on fact. Information provided by the vendor in response to the **Exhibit D**, Experience of Organization and Past Performance will be used in the Experience of Organization and Past Performance evaluation.

- a. Scoring of Experience of Organization and Past Performance - The vendor's Experience of Organization and Past Performance will be rated by the state using the rating system as defined below:

Experience of Organization and Past Performance Rating System	
Rating	Definition
Distinctive	Experience of organization and past performance involved essentially the same scope and magnitude of effort and complexities required in this RFP and was recent. Vendor's experience of organization and past performance provided the evaluation committee with high confidence in the vendor's capability to perform the requirements of the RFP.
Superior	Experience of organization and past performance involved similar scope and magnitude of effort and complexities required in the RFP and was recent. Vendor's experience of organization and past performance provided the evaluation committee with confidence in the vendor's capability to perform the requirements of the RFP.
Satisfactory	Experience of organization and past performance <u>either</u> involved some of the scope and magnitude of effort and complexities required in the RFP and was relatively recent, <u>or</u> was of similar scope and magnitude of effort and complexities required in the RFP, but was not recent. Vendor's experience of organization and past performance provided the evaluation committee with adequate confidence in the vendor's capability to perform the requirements of the RFP.
Marginal	Experience of organization and past performance did not involve similar scope and magnitude of effort or complexity required in the RFP. Vendor's experience of organization and past performance provided the evaluation committee with limited confidence in the vendor's capability to perform the requirements of the RFP.
Unsatisfactory	Experience of organization and past performance was not relevant to the requirements in the RFP. Vendor's experience of organization and past performance provided the evaluation committee with little or no confidence in the vendor's capability to perform the requirements of the RFP.

- 1) The rating for the specific elements of the Experience of Organization and Past Performance will have the point values as shown in the table in paragraph 5.9.7 above.

5.11.2 Evaluation of Personnel Qualifications: The evaluation of the Personnel Qualifications shall be subjectively based on fact. Information provided by the vendor in response to the **Exhibit E**, Personnel Qualifications will be used in the Personnel Qualifications evaluation.

- a. Scoring of Personnel Qualifications - The vendor's Personnel Qualifications will be rated by the state using the rating system as defined below:

Personnel Qualifications Rating System	
Rating	Definition
Distinctive	Personnel qualifications include experience and demonstrated expertise involving essentially the same scope and magnitude of effort and complexities required in the RFP. Personnel qualifications provided the evaluation committee with high confidence in the personnel's capability to perform the requirements of the RFP.
Superior	Personnel qualifications include experience and demonstrated expertise involving similar scope and magnitude of effort and complexities required in the RFP with no measurable weaknesses. Personnel qualifications provided the evaluation committee with confidence in the personnel's capability to perform the requirements of the RFP.
Satisfactory	Personnel qualifications include experience and demonstrated expertise involving some of the scope and magnitude of effort and complexities required in the RFP with no significant weaknesses. Personnel qualifications provided the evaluation committee with adequate confidence in the personnel's capability to perform the requirements of the RFP.
Marginal	Personnel qualifications include experience and demonstrated expertise not similar in scope and magnitude of effort or complexity required in the RFP, and one or more significant weaknesses exist. Personnel qualifications provided the evaluation committee with limited confidence in the personnel's capability to perform the requirements of the RFP.
Unsatisfactory	Personnel qualifications include experience and demonstrated expertise not relevant to the requirements in the RFP, and significant weaknesses exist. Personnel qualifications provided the evaluation committee with little or no confidence in the personnel's capability to perform the requirements of the RFP.

- 1) The rating for the specific elements of the Personnel Qualifications will have the point values as shown in the table in paragraph 5.9.7 above.

5.11.3 Evaluation of Methodology, Approach, and Work Plan: The evaluation of the Methodology, Approach, and Work Plan shall be subjectively evaluated based on fact. Information provided by the vendor in response to the **Exhibit F**, Methodology, Approach, and Work Plan of the RFP will be used to complete the evaluation of the Methodology, Approach, and Work Plan.

- a. Scoring of Methodology, Approach, and Work Plan - The vendor's Methodology, Approach, and Work Plan will be rated by the state using the rating system as defined below:

Methodology, Approach, and Work Plan Rating System	
Rating	Definition
Distinctive	Proposal offers significant benefits beyond the stated requirements. Proposal provides the evaluation committee with high confidence in the proposed approach.
Superior	Proposal offers some benefits beyond the stated requirements with no measurable weaknesses. Proposal provides the evaluation committee with confidence in the proposed approach.
Satisfactory	Proposal offers no significant benefits beyond the stated requirements, and no significant weaknesses exist. Proposal provides the evaluation committee with adequate confidence in the proposed approach.

Methodology, Approach, and Work Plan Rating System	
Rating	Definition
Marginal	Proposal has one or more significant weaknesses. Proposal provides the evaluation committee with limited confidence in the proposed approach.
Unsatisfactory	Proposal has several significant weaknesses. Proposal provides the evaluation committee with little or no confidence in the proposed approach.

- 1) The rating for the specific elements of the Methodology, Approach, and Work Plan will have the point values as shown in the table in paragraph 5.9.7 above.

5.11.4 Failure to Respond to Evaluation Elements: In the event the vendor fails to provide the information requested in the exhibits pertaining to the evaluation elements identified above, the vendor may receive an “Unsatisfactory” rating for the corresponding evaluation element.

5.12 Evaluation of Bonus Point Preference: Organizations for the Blind and Sheltered Workshop (Blind/Sheltered Workshop) Preference:

5.12.1 Organization for the Blind and Sheltered Workshop Participation Prerequisites:

- a. In order for the Division of Purchasing (Purchasing) to meet the provisions of section 34.165, RSMo and 1 CSR 40-1.050, the vendor should secure participation of qualified nonprofit organizations for the blind or sheltered workshops in providing the products/services required in this RFP. Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a five to fifteen (5-15) bonus point preference shall be granted to vendors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.
- b. In order to qualify for the five to fifteen (5-15) bonus points, the following conditions must be met and the following evidence must be provided:
 - 1) The vendor must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal, at a minimum, the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
 - 2) The services performed or the products provided by the listed participating organizations must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the listed participating organizations are utilized, to any extent, in the vendor’s obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

5.12.2 Evaluation of Vendor’s Blind/Sheltered Workshop Participation Bonus Points:

- a. A sliding scale for the award of points shall range from a minimum of five (5) points to a maximum of fifteen (15) points. The award of the minimum five (5) points shall be based on the proposal containing a commitment that the participating nonprofit organization or workshop is providing the greater of two percent (2%) or five thousand dollars (\$5,000.00) of the total contract value of proposals for purchases not exceeding ten (10) million dollars (\$10,000,000.00).
 - 1) Where the commitment in the proposal exceeds the minimum level set forth in section 34.165 RSMo to obtain five (5) points, the awarded points shall exceed the minimum five (5) points, up to a maximum of fifteen (15) points. As the statute sets out a minimum of five (5) points for a

minimum two percent (2%) commitment, each percent of commitment is worth two and one-half (2.5) points. The formula to determine the awarded points for commitments above the two percent (2%) minimum shall be calculated based on the commitment in the proposal (which in the formula will be expressed as a number [Vendor's Commitment Number below], not as a percentage) times two and one-half (2.5) points:

$$\text{Vendor's Commitment Number} \times 2.5 \text{ points} = \text{Awarded Points}$$

Examples: A commitment of three percent (3%) would be calculated as: $3 \times 2.5 \text{ points} = 7.5$ awarded points. A commitment of five and one-half percent (5.5%) would be calculated as: $5.5 \times 2.5 \text{ points} = 13.75$ awarded points. If, instead of a percentage, a vendor's response lists a dollar figure that is over the minimum amount, the dollar figure shall be converted into the percentage of the vendor's total contract value for calculation of the awarded points. Commitments at or above six percent (6%) receive the maximum of fifteen (15) points.

- b. If the vendor is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the vendor must provide the requested information with the proposal.

5.12.3 Blind or Sheltered Workshop Commitment: If the vendor's response is awarded and the vendor received evaluation consideration for the Blind or Sheltered Workshop portion, the organization for the blind or sheltered workshop participation committed to by the vendor in the Participation Commitment Table shall be interpreted as a contractual requirement. The awarded vendor shall be expected to meet the participation commitment regardless of the products and/or services purchased by the state from the contract.

5.13 Evaluation of Bonus Point Preference - Service-Disabled Veteran Business Enterprises (SDVEs) Preference:

5.13.1 Organization for the Service-Disabled Veteran Business Enterprises Preference Prerequisites:

- a. In order for the Division of Purchasing (Purchasing) to meet the provisions of section 34.074, RSMo, and 1 CSR 40-1.050, the vendor should secure participation of qualified service-disabled veteran business enterprises (SDVEs) in providing the products/services required in this RFP. Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3)-point bonus preference shall be granted to vendors including products and/or services manufactured, produced or assembled by a qualified SDVE.
- b. Definition - Qualified SDVE:
 - 1) In order to be considered a qualified SDVE for purposes of this RFP, the SDVE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the proposal opening date.
 - 2) SDVE is doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
 - 3) SDVE has not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs;
 - 4) SDVE has the management and daily business operations controlled by one (1) or more SDVs; and
 - 5) SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

- c. In order to qualify for any SDVE bonus points, the following conditions must be met:
- 1) The vendor must either be an SDVE or must be proposing to utilize an SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.
 - 2) The services performed or the products provided by the listed participating organizations must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the listed participating organizations are utilized, to any extent, in the vendor's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
 - 3) In order to be considered for the bonus point preference the SDVEs must be qualified by the proposal opening date (the date the proposal is due). (See above for the definition of an SDVE.)

5.13.2 Evaluation of Vendor's SDVE Participation Bonus Points: If the vendor proposing a SDVE participation percentage meets or exceeds the state's three percent (3%) of the total contract value commitment and provides the required documentation identified herein, then the vendor shall be assigned the three (3) bonus points.

- a. If the vendor is proposing participation by an SDVE, in order to receive evaluation consideration for participation by the SDVE, the vendor must provide the requested information with the proposal.

5.13.3 SDVE Commitment: If the vendor's response is awarded a contract, and the vendor received evaluation consideration for the SDVE participation, the SDVE participation committed to by the vendor on the Participation Commitment Table shall be interpreted as a contractual requirement. The awarded vendor shall be expected to meet the participation commitment regardless of the products and/or services purchased by the state from the contract.

5.14 Evaluation of Bonus Point Preference – Honorably Discharged Veteran Enterprises (HDVEs) Preference:

5.14.1 Organization for the Honorably Discharged Veteran Enterprises Preference Prerequisites:

- a. In order for the Division of Purchasing (Purchasing) to meet the provisions of section 34.069, RSMo, and 1 CSR 40-1.050, the vendor should secure participation of qualified honorably discharged veteran enterprises (HDVEs) in providing the products/services required in this RFP. Pursuant to section 34.069, RSMo, and 1 CSR 40-1.050, a three (3)-point bonus preference shall be granted to vendors including products and/or services manufactured, produced or assembled by a qualified HDVE.
- b. Definition - Qualified HDVE:
 - 1) In order to be considered a qualified HDVE for purposes of this RFP, the HDVE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the proposal opening date.

HDVE is doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;

HDVE has not less than fifty-one percent (51%) of the business owned by one (1) or more honorably discharged veterans (HDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more HDVs;

- 2) HDVE has the management and daily business operations controlled by one (1) or more HDVs; and

HDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

- c. In order to qualify for a HDVE bonus points, the following conditions must be met:

- 1) The vendor must either be a HDVE or must be proposing to utilize an HDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value. The same honorably discharged veteran-owned enterprise that receives bonus points under this section shall not receive bonus points under section 34.074. In the event the vendor proposes the same SDVE and HDVE business, then the vendor will only receive bonus points for the HDVE participation.
- 2) The services performed or the products provided by the listed participating organizations must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the listed participating organizations are utilized, to any extent, in the vendor's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- 3) In order to be considered for the bonus point preference the HDVEs must be qualified by the proposal opening date (the date the proposal is due). (See above for the definition of an HDVE.)

5.14.2 Evaluation of Vendor's HDVE Participation Bonus Points: If the vendor proposing a HDVE participation percentage meets or exceeds the state's three percent (3%) of the total contract value commitment and provides the required documentation identified herein, then the vendor shall be assigned the three (3) bonus points.

- a. If the vendor is proposing participation by an HDVE, in order to receive evaluation consideration for participation by the HDVE, the vendor must provide the requested information with the proposal.

5.14.3 HDVE Commitment: If the vendor's response is awarded a contract, and the vendor received evaluation consideration for the HDVE participation, the HDVE participation committed to by the vendor on the Participation Commitment Table shall be interpreted as a contractual requirement. The awarded vendor shall be expected to meet the participation commitment regardless of the products and/or services purchased by the state from the contract.

******END OF VENDOR SUBMISSION, EVALUATION, AND AWARD INFORMATION SECTION******

EXHIBIT A PROPOSAL SIGNATURE PAGE



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
REQUEST FOR PROPOSAL (RFP)**

STATE 0000000530SL

State Health Insurance Information, Counseling, and Assistance Services

Vendor's Organization Name:			
MissouriBUYS Supplier Number:			
Point of Contact:			
Phone Number:		Email Address:	
Mailing Address:			
City/State/Zip:			
Vendor Tax Filing Type with IRS (check one):	☐ Corporation ☐ Individual ☐ State/Local Government ☐ Partnership ☐ Sole Proprietor ☐ IRS Tax-Exempt		
What date did the vendor's organization begin operation?	Date: / / MM/DD/YYYY		

I am authorized to submit a proposal to the State of Missouri in response to the RFP on behalf of my organization, to provide the products and/or services at the prices submitted. The information provided as my organization's response is true and accurate. The vendor agrees that when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri, as defined in section 4.1. By signing below, the vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP and any previously issued RFP amendments.

Authorized Signature	Date
Printed Name	Title

EXHIBIT B, PROPOSAL SUBMITTAL CHECKLIST

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

No.	Description – While not all documents/items listed below are mandatory in submitting a responsive proposal, 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 vendor's response.	Task Complete
1.	Complete and sign Exhibit A, Proposal Signature Page.	☐
2.	Complete all pricing required on Exhibit C, Pricing Page(s).	☐
3.	Complete Technical Proposal Exhibit D, Experience of Organization and Past Performance.	☐
4.	Complete Technical Proposal Exhibit E, Personnel Qualifications.	☐
5.	Complete Technical Proposal Exhibit F, Methodology, Approach, and Work Plan.	☐
6.	Complete Exhibit G, Participation Commitment for any Organization for the Blind/Sheltered Workshop and/or SDVE proposed.	☐
7.	Complete Exhibit H, Documentation of Intent to Participate , identifying each Organization for the Blind/Sheltered Workshop and/or SDVE proposed.	☐
8.	Complete Business Compliance Exhibit I, State of Missouri Tax Compliance and attach "Vendor No Tax Due" certificate.	☐
9.	Complete Business Compliance Exhibit J, Registration of Business Name with the Missouri Secretary of State.	☐
10.	Complete and sign Business Compliance Exhibit K, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization (be sure to complete and return the Affidavit of Work Authorization and the vendor's E-Verify Memorandum of Understanding, if required).	☐
11.	Complete and sign Business Compliance Exhibit L, Anti-Discrimination Against Israel Act Certification.	☐
12.	Complete Business Compliance Exhibit M, Services Outside the United States.	☐
13.	Complete Business Compliance Exhibit N, Employee/Conflict of Interest.	☐
14.	Complete Business Compliance Exhibit O, Federal Funding Unique Identity ID.	☐
15.	Complete and sign Business Compliance Exhibit P, Federal Funding Accountability and Transparency Act (FFATA).	☐
16.	If applicable, clearly mark, separate, and seal proprietary or confidential information and describe how the proprietary or confidential information meets Chapter 610, RSMo (ref. Section 5 of the RFP).	☐

REMINDER: vendors do not need to return RFP Sections 1 through 5 or the RFP attachments, if any, with their proposal response.

EXHIBIT C - PRICING PAGES

Missouri SHIP Program: The vendor shall provide a firm, fixed total price for providing Missouri SHIP services in accordance with the provisions and requirements of this RFP. All costs associated with providing the required services shall be included in the stated prices. The vendor shall not quote a monthly price in excess of \$105,186.58. (UNSPSC Code: 85101700)

Line Item	Description	Firm, Fixed Total Price Per Month
1	Missouri SHIP Program	\$ _____ Total Price Per Month (not to exceed \$105,186.58)

MIPPA Program: The vendor shall provide a firm, fixed total price for providing MIPPA services in accordance with the provisions and requirements of this RFP. All costs associated with providing the required services shall be included in the state prices. The vendor shall not quote a monthly price in excess of \$38,148.83. (UNSPSC Code: 85101700)

Line Item	Description	Firm, Fixed Total Price
2	MIPPA Program	\$ _____ Total Price Per Month (not to exceed \$38,148.83)

BEC Program: The vendor shall provide a firm, fixed total price for providing BEC services in accordance with the provisions and requirements of this RFP. All costs associated with providing the required services shall be included in the state prices. The vendor shall not quote a monthly price in excess of \$6,666.67 (UNSPSC Code: 85101700).

Line Item	Description	Firm, Fixed Total Price
3	BEC Program	\$ _____ Total Price Per Month (not to exceed \$6,666.67)

**TECHNICAL PROPOSAL EXHIBIT D,
EXPERIENCE OF ORGANIZATION AND PAST PERFORMANCE**

Experience of Organization and Past Performance Submission Instructions: The vendor should provide the information requested below regarding the vendor's compliance with the minimum experience requirements identified in the RFP. Additionally, the vendor should provide the same information for their proposed subcontractors, as applicable.

EXPERIENCE OF ORGANIZATION

The vendor 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 vendor's business, including type of products and/or services provided/performed.	
RFP Experience Provisions	Describe Vendor's Corresponding Experience
Describe the contractor's trainings and certifications necessary to remain active in each data system. (<i>paragraph 2.2.1 a.</i>)	
Describe experience working with ACL. (<i>paragraph 2.2.1 b.</i>)	
Describe experience providing community and outreach services regarding Medicare options. (<i>paragraph 2.2.1 c.</i>)	

**TECHNICAL PROPOSAL EXHIBIT D,
EXPERIENCE OF ORGANIZATION AND PAST PERFORMANCE, CONTINUED**

PAST PERFORMANCE - CASE STUDIES

The vendor should provide three (3) past performance case studies for projects where the products and/or services in the RFP are currently in use or recently used as an indicator of the vendor's past performance. The three (3) case studies should represent the same scope and magnitude of effort and complexity required in the RFP 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 vendor's work. The state, at its discretion, may or may not contact any of the case studies provided by the vendor.

The vendor should clearly indicate if case studies are for proposed subcontractor(s).

Additional Case Studies: In the event the vendor 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 vendor should duplicate and complete the following table for each case study presented.

CASE STUDY

Project Title	
Duration of the Project	
Specific Contact Information:	Organization Name: Contact Person Name: Contact Telephone Number: Contact Email Address:
Project Annual Budget	
Timeframe Products/Services Provided: (e.g., July 2020 – June 2022)	
Public Sector?	Yes ☐ No ☐
The vendor should summarize below the work performed on the project, the project's objectives, and approach relevant to this RFP.	

TECHNICAL PROPOSAL EXHIBIT E, PERSONNEL QUALIFICATIONS

Personnel Qualifications Submission Instructions: The vendor should provide detailed information on the experience and qualifications of the vendor's proposed personnel to perform the requirements of the RFP. The vendor should describe how the proposed personnel comply with the minimum experience and qualifications requirements identified in the RFP. The vendor's proposed personnel should include both the Leadership Personnel and Working Team Personnel.

PERSONNEL QUALIFICATIONS BIOGRAPHY INSTRUCTIONS

Leadership Personnel: The vendor should submit no more than one (1) Leadership Personnel (i.e. Statewide Program Director) member biography for consideration in the evaluation. For evaluation purposes, only the first biography will be considered. Any additional biographies submitted will not be evaluated. By including the biography, the vendor is committing the Leadership Personnel member whose biography is submitted herein to support the project, should it be awarded.

Working Team Personnel: The vendor should submit no more than five (5) Working Team Personnel (i.e. program trainers, regional liaisons, volunteer and outreach specialists, community-based program counselors, and customer service representatives) members' biographies for consideration the evaluation. The vendor should submit one (1) biography for each of the work team personnel outlined herein. Any additional biographies submitted will not be evaluated. By including the working team biographies, the vendor is committing the working team personnel whose biographies are submitted herein to support the project, should it be awarded.

Additional Biographies: In the event the vendor 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 vendor should duplicate and complete the following table for each proposed personnel member.

LEADERSHIP PERSONNEL MEMBER BIOGRAPHY

Name:		
Title:		
Proposed project role:	☐ Statewide Program Director	
% of time committed to project:		
Education, Certifications, and Other Distinctions		
Degree, certification, or other distinctions	Institution	Date
Example: BA, Business Administration	Washington University in Saint Louis	
Example: Lean Six Sigma Black Belt	Villanova University (online)	
Employment History		
Organization	Role	Dates
Example: Current Company	Partner and leader of organization design practice	2014-present
Example: Company ABC	Director, Strategy and Continuous Improvement	2010-2012

LEADERSHIP PERSONNEL MEMBER BIOGRAPHY		
Specific Experience Relevant to Project		
Specific Experience or Qualification	Personnel Member's Years of Experience	Brief description of Personnel member's relevant experience (e.g. specific projects; previous employment)
Experience in non-profit health organizational management (Paragraph 2.3.1 a. 1))		
Experience with grants management (Paragraph 2.3.1 a. 2))		
Experience with program management (Paragraph 2.3.1 a. 3))		
Experience with outreach and partnerships (Paragraph 2.3.1 a. 4))		
Experience with training and management of counselors (Paragraph 2.3.1 a. 5))		
Experience with customer service (Paragraph 2.3.1 a. 6))		
Experience with quality assurance (Paragraph 2.3.1 a. 7))		
Other		
Other Experience or Background Information		

**TECHNICAL PROPOSAL EXHIBIT E,
PERSONNEL QUALIFICATIONS, CONTINUED**

WORKING TEAM PERSONNEL MEMBER BIOGRAPHY		
Name:		
Title:		
Proposed project role:	☐ Program Trainer ☐ Regional Liaison ☐ Volunteer and Outreach Specialist ☐ Community Based Program Counselor ☐ Customer Service Representative	
% of time committed to project:		
Education, Certifications, and Other Distinctions		
Degree, certification, or other distinctions	Institution	Date
Example: BA, Business Administration	Washington University in Saint Louis	
Example: Lean Six Sigma Black Belt	Villanova University (online)	
Employment History		
Organization	Role	Dates
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		
Specific Experience or Qualification	Personnel Member's Years of Experience	Brief description of Personnel member's relevant experience (e.g. specific projects; previous employment)
Program Trainer: Experience working with non-profit health organizations (paragraph 2.3.2 a. 1))		
Experience with the training and management of counselors (paragraph 2.3.2 a. 2))		
Experience with customer service (paragraph 2.3.2 a. 3))		
Other		

WORKING TEAM PERSONNEL MEMBER BIOGRAPHY		
Regional Liaison: Experience working with non-profit health organizations (paragraph 2.3.2 b. 1))		
Experience training and management of counselors (paragraph 2.3.2 b. 2))		
Experience with customer service (paragraph 2.3.2 c. 3))		
Other		
Volunteer and Outreach Specialist: Experience working with non-profit health organizations (paragraph 2.3.2 c. 1))		
Experience with volunteer recruitment (paragraph 2.3.2 c. 2))		
Other		
Community-Based Program Counselor: Experience working with non-profit health organizations (paragraph 2.3.2 d. 1))		
Experience with customer service (paragraph 2.3.2 d. 2))		
Other		
Customer Service Representatives: Experience working with non-profit health organizations (paragraph 2.3.2 e. 1))		
Experience with customer service (paragraph 2.3.2 e. 2))		
Experience with quality assurance (paragraph 2.3.2 e. 3))		
Other Experience or Background Information		

TECHNICAL PROPOSAL EXHIBIT F, METHODOLOGY, APPROACH, AND WORK PLAN

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

Direction for Vendor: The vendor should describe how the proposed vendor meets the requirements identified in Section 2: Statement of Work by addressing the following questions:

1. The vendor must disclose whether AI was used to create the vendor's proposal response.
2. Regardless of whether AI was used in preparation of the vendor response, the vendor must indicate understanding and agreement that the vendor shall be solely and fully responsible for the factual accuracy, completeness, and quality of the vendor's proposed methodology.
3. The vendor must disclose whether any solution, system, service, or deliverable proposed to be provided as a result of a contract award from this solicitation incorporates or relies upon artificial intelligence, machine learning, generative AI, or automated decision-making technologies. If yes, then the vendor must identify how AI would be utilized.

2.1 – General Requirements

1. The vendor should describe the plan for use of the ACL-mandated SHIP tracking and reporting system, meeting reporting deadlines, and maintaining the accuracy/integrity of the data submitted.
2. **Implementation Plan:** The vendor should complete the Implementation Plan Section of the **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 state agency provides authorization to the contractor to proceed with contract services to the day services are fully operational. The vendor 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 vendor is already providing the services, the vendor should provide a statement of readiness.

The vendor should sequentially list and briefly describe the tasks or events proposed for the implementation of the required services. If no tasks or events are required, the vendor should provide a statement of readiness. For each task/event identified, the vendor should identify the number of days required to complete the task/event, the personnel proposed to perform the task/event, and the number of work hours for each person.

- **Completion Day** should be specified as a certain number of days from the day the state agency authorizes the contractor to proceed with contract services until completion of the specific task and should be expressed as calendar days, not specific dates.
- **Assigned Personnel** should be identified by name rather than project title unless such personnel are yet to be hired.
- **Workhours** should indicate that time each assigned person will spend on the specific task.

Task or Event	Completion Day	Assigned Personnel	Work-hours
Begin with the day the state agency authorizes the contractor to proceed with contract services	1	N/A	N/A

2.4 – Contractor's Personnel Requirements

1. The vendor should describe how the services of the contract will be managed, controlled, and supervised in order to ensure satisfactory contract performance.
2. The vendor should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The organizational chart should identify all the personnel positions identified herein.
 - The organizational chart should include the following information:
 - The relationship of service personnel to management and support personnel,
 - The names of the personnel and the working titles of each, and
 - Any proposed subcontractors including management, supervisory, and other key personnel.
 - The organizational chart should outline the team proposed for this project and the relationship of those team members to each other and to the management structure of the vendor's organization. When documenting the vendor's team, the vendor should use the same titles for the personnel positions identified herein.
3. The vendor should describe the plan to handle the training requirements and ongoing annual certification of all SHIP certified counselors.
4. The vendor should describe the total personnel resources. The vendor should provide information that documents the depth of resources to ensure completion of all requirements on time and target. If the vendor has other ongoing contracts that also require personnel resources, the vendor should document how sufficient resources will be provided to the State of Missouri.

2.5 – Performance Requirements

1. The vendor should describe the plan to meet or exceed all statewide Performance Measure Goals and Objectives as outlined in **Attachment 1**.
2. The vendor should describe the plan to establish county or regional goals using data provided in **Attachment 5** to ensure statewide access to Missouri SHIP services.
3. The vendor should describe the plan for communication with the state agency and ACL on grant requirements and goals as well as the counseling services activities.

2.6 – Counseling Performance Requirements

1. The vendor should describe the method of providing counseling services.
2. The vendor should describe the plan to ensure statewide coverage including but not limited to counseling volunteer distribution by county or region, as established by the vendor.
3. The vendor should describe the plan for working with other state agencies to provide Medicare counseling services and accomplish the grant and contract obligations.

4. The vendor should provide a chart showing the community-based partner organizations the vendor is currently or going to be associated with during the contract period. The organizational chart should include the following information:
 - Partner organization name;
 - Target population and/or geographic areas/counties the SHIP reach or serve through this partnership;
 - Specific activities the vendor plans to undertake with this partner during the coming contract period and if the vendor has a Memorandum of Understanding/Contract/financial or other written Agreement with this partner;
 - Current partnership or new partnership planned during the SHIP contract period;
 - Number of years of partnership/Number of branch locations;
 - Responsibilities of this partner (example – counselor recruitment, training, local counseling services, local outreach coordination, ACL-mandated SHIP tracking and reporting, etc.); and
 - Performance expectation.
5. The vendor should provide a chart showing the geographic distribution of ship counselors throughout the State of Missouri. The organizational chart should include the following information:
 - Geographic area/region or county of the state;
 - Area/region other than a MO county with description of the geographic area;
 - Total number of trained counselors (paid or unpaid) already agreed to work as a counselor with the SHIP program;
 - Total number of trained persons (paid or unpaid) that will be working with the SHIP program in a capacity other than counselor; and
 - Additional number of persons the vendor plans to recruit to work with the SHIP program to meet the needs of the SHIP program in this area of the State of Missouri.

2.7 – MIPPA Requirements

1. The vendor should describe the plan for handling the Annual Enrollment Period (AEP) time period for Medicare.
2. The vendor should describe the plan for ongoing quality assurance for the services offered and provided, the training, and any other requirements of the program.

2.8 – Media and Outreach Requirements

1. The vendor should describe the plan to identify and reach out to Medicare beneficiaries and their caregivers, including the aged, disabled, low income, and any others with access to Medicare.
2. The vendor should describe the plan for providing access to a statewide toll free number and distribution of the work resulting from the incoming calls.
3. The vendor should describe the plan for media and public outreach throughout the year with special emphasis on the AEP period.

4. The vendor should describe the plan for promotion of the Missouri SHIP program.
5. Economic Impact to Missouri: The vendor should describe the economic advantages that will be realized as a result of the vendor performing the required services. The vendor should respond to the following:
 - Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
 - Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations as a result of the vendor performing the required services.
 - Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.
6. Proposed Subcontractors: The vendor should identify any subcontractor(s) proposed to provide any of the services required herein.

Proposed Subcontractor Name and Address	Service Proposed to be Provided by the Proposed Subcontractor

EXHIBIT G, PARTICIPATION COMMITMENT

Organization for the Blind/Sheltered Workshop, Service-Disabled Veteran Business Enterprise (SDVE)), and/or Honorably Discharged Veteran Enterprise (HDVE) Participation Commitment - If the vendor is committing to Organization for the Blind/Sheltered Workshop and/or SDVE Participation (as detailed in Section 5, Vendor Submission, Evaluation, and Award Information Section), either through subcontractor participation or if the vendor is a qualified Organization for the Blind/Sheltered Workshop, SDVE, and/or HDVE Participation, the vendor must provide the required information in the table below for each organization proposed and must submit the completed exhibit(s) with the vendor's response, in order to receive evaluation consideration for the Participation.

Blind/Sheltered Workshop Resources:

A list of Missouri sheltered workshops can be found at the following websites:

Listing of Missouri Sheltered Workshops:

<http://dese.mo.gov/special-education/sheltered-workshops/directories>

Missouri Sheltered Workshop Products/Services Locator:

<http://moworkshops.org/services.html>

The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following websites:

<http://www.lhbindustries.com> and <http://www.alphapointe.org>

SDVE/HDVE Resources: A list of Certified Service Disabled Veteran Business Enterprises (SDVE) and Certified Honorably Discharged Veteran Enterprises (HDVE) can be found at the following website:
<https://oeo.mo.gov/sdve-certification-program/>.

Participation Commitment Submission Instructions:

For each Organization for the Blind/Sheltered Workshop, and/or SDVE, and/or HDVE proposed, the vendor must:

1. identify the name of each qualified Organization for the Blind/Sheltered Workshop, and/or SDVE, and/or HDVE,
2. describe the proposed products/services and/or identify RFP Paragraph number of RFP Scope of Work which requires the proposed products/services,
3. if the participation is not proposed throughout the life of the contract, then identify specifically when during the term of the contract the proposed products/services would be provided/performed, and
4. enter the committed participation percentage of the actual total contract value in the appropriate column.

The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop, and/or SDVE, and/or HDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.

Organization for the Blind/Sheltered Workshop Commitment Table			
Name of Each Qualified Organization for the Blind or Sheltered Workshop Proposed	Description of Proposed Products/Services and RFP Paragraph Number Which Requires Proposed Products/Services within the Statement of Work	If The Participation Is Not Proposed Throughout The Life Of The Contract, When During the Term of the Contract Proposed Products/Services Would Be Provided/Performed	Committed Percentage of Participation (%* of the Actual Total Contract Value)
			%
			%
			%
Total Committed Percentage(s) <i>(must minimally be 2%)</i>			%

*If the actual total dollar value of the contract is less than \$250,000.00, then in lieu of a percentage, the vendor may instead commit to providing a minimum of \$5,000.00 worth of products and/or services from an organization for the blind or sheltered workshop.

SDVE Participation Commitment Table			
Name of Each Qualified SDVE Proposed	Description of Proposed Products/Services and RFP Paragraph Number Which Requires Proposed Products/Services within the Statement of Work	If The Participation Is Not Proposed Throughout The Life Of The Contract, When During the Term of the Contract Proposed Products/Services Would Be Provided/Performed	Committed Percentage of Participation (% of the Actual Total Contract Value)
			%
			%
			%
Total Committed Percentage(s) <i>(must minimally be 3%)</i>			%

HDVE Participation Commitment Table			
Name of Each Qualified HDVE Proposed <i>(pursuant to 34.074/34.069 cannot receive points for proposing the same veteran business that is both SDVE and HDVE)</i>	Description of Proposed Products/Services and RFP Paragraph Number Which Requires Proposed Products/Services within the Statement of Work	If The Participation Is Not Proposed Throughout The Life Of The Contract, When During the Term of the Contract Proposed Products/Services Would Be Provided/Performed	Committed Percentage of Participation (% of the Actual Total Contract Value)
			%
			%
			%
Total Committed Percentage(s) <i>(must minimally be 3%)</i>			%

REMINDER: The vendor must also provide a properly completed **Exhibit H, Documentation of Intent to Participate Form** for each **Qualified Blind or Sheltered Workshop**, and each qualified **SDVE/HDVE**.

EXHIBIT H, DOCUMENTATION OF INTENT TO PARTICIPATE

Instructions: If the vendor is proposing to include the participation of a Organization for the Blind/Sheltered Workshop, qualified Service-Disabled Veteran Business Enterprise (SDVE), and/or qualified Honorably Discharged Veteran Enterprise (HDVE) in the provision of the products/services required in the RFP, the vendor must either provide this exhibit or letter of intent recently signed by the proposed Organization for the Blind, Sheltered Workshop, SDVE, and/or HDVE documenting the following information with the vendor's response.

~ Copy This Form For Each Organization Proposed ~

Vendor Name: _____

This Section To Be Completed by Participating Organization:

By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the vendor identified above.

Indicate appropriate business classification(s):

☐ Organization for the Blind ☐ Sheltered Workshop ☐ SDVE ☐ HDVE

Name of Organization:			
(Name of Organization for the Blind, Sheltered Workshop, SDVE, or HDVE)			
Contact Name:		Email:	
Address (If SDVE/HDVE, provide MO Address):		Phone #:	
City:		Fax #:	
State/Zip:		Certification #	
SDVE's/HDVE/s Website Address:		Certification Expiration Date:	(or attach copy of certification)
Service-Disabled Veteran's (SDV)/ Honorably Discharged Veteran's (HDV) Name:		SDV's/HDV's Signature:	

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

Describe the products/services you *(as the participating organization)* have agreed to provide:

Authorized Signature:

Authorized Signature of Participating Organization
(Organization for the Blind, Sheltered Workshop, SDVE, or HDVE)

Date

BUSINESS COMPLIANCE EXHIBITS

Instructions: In order to be awarded a contract, the vendor must be in compliance with the laws regarding conducting business in the State of Missouri.

The vendor certifies by signing the signature page of **Exhibit A, Proposal Signature Page** of this original document and any amendment signature page(s) that the vendor 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. The vendor shall provide documentation of compliance with the vendor's response and upon request by the Division of Purchasing.

- Business Compliance Exhibit I, State of Missouri Tax Compliance
- Business Compliance Exhibit J, Registration of Business Name with the Missouri Secretary of State
- Business Compliance Exhibit K, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization
- Business Compliance Exhibit L, Anti-Discrimination Against Israel Act Certification
- Business Compliance Exhibit M, Services Outside the United States
- Business Compliance Exhibit N, Employee/Conflict of Interest
- Business Compliance Exhibit O, Federal Funding Unique Identity ID
- Business Compliance Exhibit P, Federal Funding Accountability and Transparency Act (FFATA) Data Form

**BUSINESS COMPLIANCE EXHIBIT I,
STATE OF MISSOURI TAX COMPLIANCE**

STATE OF MISSOURI TAX COMPLIANCE

In accordance with section 34.040.7, RSMo, Purchasing 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 <http://dor.mo.gov/forms/943.pdf>. Make sure to select the appropriate "Reason for Request" on page 2 of the form.

For assistance, call (573) 751-9268 or e-mail taxclearance@dor.mo.gov. Additional information regarding section 34.040.7, RSMo, is available on the Department of Revenue's website at <http://dor.mo.gov/business/sales>.

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 <https://dor.mo.gov/taxation/business/tax-types/sales-use/hb600.html>.

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)

**BUSINESS COMPLIANCE EXHIBIT J,
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 be 1) properly registered with the Missouri Secretary of State at time of proposal submission or prior to contract award or 2) must 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 <https://www.sos.mo.gov/business/startBusiness.asp> 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 <https://openforbiz.mo.gov/> for additional information.

Business Name	
Charter Number	
Proof of Good Standing Status Included	Yes ☐ No ☐
If Proof of Good Standing Not Included, Indicate the Date Vendor Requested Document from Missouri Secretary of State	Date: __/__/____ (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 (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)	☐

**BUSINESS COMPLIANCE EXHIBIT K,
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 or Box B or Box C on this Exhibit.

- | | |
|---------------|---|
| BOX A: | To be completed by a non-business entity as defined below. |
| BOX B: | To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at https://www.e-verify.gov/ . |
| BOX C: | To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing. |

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.

(Complete Box A if you are a non-business entity as defined above)

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 this RFP 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 Division of Purchasing with all documentation required in Box B of this exhibit.

 Authorized Representative's Name
 (Please Print)

 Authorized Representative's Signature

 Company Name (if applicable)

 Date

**BUSINESS COMPLIANCE EXHIBIT K,
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF
WORK AUTHORIZATION - CONTINUED**

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

BOX B – CURRENT BUSINESS ENTITY STATUS

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

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

As a business entity, the 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: <https://www.e-verify.gov/>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;
- AND**
- ☐- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the **E-Verify Employment Eligibility Verification page listing the 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.

**BUSINESS COMPLIANCE EXHIBIT K,
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF
WORK AUTHORIZATION - CONTINUED**

AFFIDAVIT OF WORK AUTHORIZATION:

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(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

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

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

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

_____ <i>Signature of Notary</i>	_____ Date
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**BUSINESS COMPLIANCE EXHIBIT K,
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF
WORK AUTHORIZATION - CONTINUED**

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

BUSINESS COMPLIANCE EXHIBIT L, ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

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

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

Section 34.600, RSMo, defines the following terms:

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.

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.

Public Entity: the state of Missouri or any political subdivision thereof, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state created by or in accordance with state law or regulations.

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

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

**BUSINESS COMPLIANCE EXHIBIT L,
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION - CONTINUED**

BOX A – NON-COMPANY ENTITY

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

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Entity Name

Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

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

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name

Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

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

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name

Date

**BUSINESS COMPLIANCE EXHIBIT L,
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION - CONTINUED****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

**BUSINESS COMPLIANCE EXHIBIT M,
SERVICES OUTSIDE THE UNITED STATES**

Pursuant to [Executive Order 04-09](#) subparagraph 4, no state agency shall award a contract to a vendor who contemplates performing work (or having a subcontractor perform work) pursuant to the contract at a site outside of the United States, unless one of the exceptions identified below are met. This document must be satisfactorily completed prior to an award of a contract.

Therefore, the vendor must disclose whether services proposed would be performed at a location outside of the United States and provide details in the space below or on an attached page. If vendor does not complete the table below, the vendor is committing to complete all work in the United States for the duration of the contract.

Will any of the services proposed by the vendor (or a proposed subcontractor) be performed at sites outside the United States? If the answer is “yes”, then provide the information below. If the answer is “no”, then the vendor does not need to complete the rest of this exhibit.		Yes ☐	No ☐
Identify the name of the vendor and/or proposed subcontractor(s) that would be performing services at a site outside the United States.			
Describe the services proposed to be performed at sites outside the United States.			
Identify where the services would be performed at sites outside the United States.			
Identify when (specific timeframe) in the life of the contract the services would be performed at sites outside the United States.			
Identify why the services need to be performed at sites outside the United States.			
Identify whether the proposed services meet at least one of the conditions described in section 4, subparagraphs a, b, c, and d of Executive Order 04-09 and how the exception(s) is met. If the answer is “yes” and exemption applies, then provide the information below.		Yes ☐	No ☐
Mark the appropriate exemption below, and provide the requested details: (a) ☐ Unique good or service that is deemed mandatory pursuant to the requirements herein and has no comparable domestically-provided good or service that can adequately duplicate the unique features provided by the vendor or its subcontractor. EXPLAIN HOW THE GOOD OR SERVICE IS UNIQUE: _____ (b) ☐ Foreign firm hired to market Missouri services/products to a foreign country. IDENTIFY THE APPLICABLE RFP PARAGRAPHS HEREIN: _____ (c) ☐ A significant or substantial economic cost factor exists that outweighs the economic impact of providing the function or professional services within the United States, and such failure in using the vendor or subcontractor’s services would result in economic hardship to the state. EXPLAIN HOW: _____ (d) ☐ Vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US. IDENTIFY MAXIMUM PERCENTAGE of the overall value of the contract, for any contract period, attributed to the value of the services being performed at sites outside the United States identified above: %			

**BUSINESS COMPLIANCE EXHIBIT N,
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:	_____ %

**BUSINESS COMPLIANCE EXHIBIT O,
FEDERAL FUNDING UNIQUE IDENTITY ID**

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 <https://sam.gov/content/home> 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.

Vendor Name:	Vendor's Unique Identity ID Number:
Parent Organization's Name:	Parent Organizations Unique Identity ID Number:

**BUSINESS COMPLIANCE EXHIBIT P,
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

Federal Unique Identity ID: The vendor should provide its Unique Identity ID number and, if applicable, the Parent Organization's Unique Identity ID number, on the table below. If the vendor is an exempt individual as per 2 CFR § 25.110(b), the vendor should identify the reason for their exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its Unique Identity ID number. The Unique Identity ID number must be provided by the vendor and verified by the Division of Purchasing prior to the award of a contract.

**See instructions below for additional information*

Legal Business Name of Entity					
Doing Business As (if different)					
Street Address					
City		State		Zip Code + 4*	
Unique Entity ID Number*					
Parent Organization's Unique Entity ID Number*					
Principal Place of Performance*					
Contact Person's Name / Title					
Contact Person Phone Number					
Contact Person E-Mail					
Executive Compensation Information* <i>*Complete this section if required. See instructions for additional information before completing.</i> List the organization's top five most highly compensated executives for the preceding contractor fiscal year.					
Name	Amount				
1.					
2.					
3.					
4.					
5.					

Certification:

I attest the facts stated above are true and correct.

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

Authorized Representative's Signature

Printed Name

Title

Date

Instructions for Completing the FFATA Data Form**Zip Code + 4**

This is the four-digit zip code extension available at <https://tools.usps.com/go/ZipLookupAction!input.action>

Unique Entity ID

The Unique Entity ID is the official identifier for doing business with the US Government. Vendors should register at <https://sam.gov> to be assigned a Unique Entity ID.

Parent Organization's Unique Entity ID Number

Complete if applicable. This 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.

Principal Place of Performance

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

Executive Compensation Information

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

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

☐ Yes ☐ No

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

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

2. Does the public have access to the information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 [15 U.S.C. 78M(a), 78o(d)] or section 6104 of the Internal Revenue Code of 1986? *(To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission's total compensation filings at <https://www.investor.gov/introduction-investing/investing-basics/glossary/executive-compensation>*

☐ Yes ☐ No

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

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

Definitions

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

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

Additional information about reporting compensation is available at: https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf