



**STATE OF MISSOURI
DEPARTMENT OF MENTAL HEALTH
INVITATION FOR BID (IFB)#
DMH 0000000042SL**

Issue Date: **September 23, 2026**
Title: **Fit for Duty Examination**
Contract Period:
Date of Award through One Year

Buyer: Colton Harris, Procurement Analyst
E-Mail: Colton.Harris@dmh.mo.gov

Telephone: (573) 526-5751

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

Return bid to:

By Mail: Department of Mental Health
Purchasing and General Services
1706 E. Elm St/P.O. Box 687
Jefferson City, Missouri 65102-0687

Bids must be received no later than: 2:00 pm (CDT), October 7, 2026

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

Legal Name of Contractor

Authorized Signature for the Contractor

Date

Contractor's Address

City, State Zip

MissouriBUYS/MOVERS ID#

Contact Person

Contact Person E-Mail Address

Contact Person Phone #

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

Notice of Award Section (State Use Only)

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

Authorized Signature for the Department of Mental Health

Date

Instructions for Submitting a Solicitation Response

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

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

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

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

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

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

QUESTIONS REGARDING THE IFB

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

- a) Except as noted herein, suppliers and their agents are instructed not to contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are

grounds for suspension and/or exclusion from specific procurements. Suppliers can be sanctioned for unauthorized contact with any evaluator under 1 Code of State Regulation (CSR) 40-1.060(8)(G) and (H) available at: [Secretary of State-Code of State Regulations](#).

Supplier is Responsible for Asking Questions About the IFB: It is the supplier's responsibility to ask questions, request changes or clarifications, or otherwise advise the Department if the supplier believes that any language, specifications, or requirements are: 1) ambiguous, 2) contradictory or arbitrary, 3) violate any state or federal law or regulation, 4) restrict or limit the requirements to a single source, or 5) restrict or limit the supplier's ability to submit a response.

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

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

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

Amendments

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

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

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

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

End of Instructions for Submitting Solicitation Response

SOLICITATION ORGANIZATION

This document is divided into the following parts:

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

Attachment A: Business Associate Agreement

Attachment B: Proposal Submittal Checklist

Attachment C: Federal Funds Requirements

Attachment #1: Pricing Page

- Exhibit #1: Affidavit of Work Authorization, E-Verify
- Exhibit #2: Federal Funding Unique Identity ID (Debarment)
- Exhibit #3: Anti-Discrimination Against Israel Act Certification
- Exhibit #4: Vendor No Tax Due Certification
- Exhibit #5: Secretary of State Business Registration
- Exhibit #6: Blind Sheltered Workshop/Service Disabled Veterans Enterprises (SDVE)
- Exhibit #7: Document of Intent to Participate
- Exhibit #8: Employee/Conflict of Interest
- Exhibit #9: Federal Funding Accountability and Transparency Act Data Form

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

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

1) INTRODUCTION AND GENERAL INFORMATION

1.1 Purpose

- 1.1.1 This document constitutes an invitation for competitive, sealed bids from vendors for the provision of Fit for Duty Examination Services for the Department of Mental Health (referred to hereinafter as the Department) in accordance with the requirements and provisions stated herein.

1.2 Background and Historical Usage Information

- 1.2.1 Historical information for previous contract, if any. Add historical information about the Department if no previous contract for services or commodity.
- 1.2.2 A current contract exists for services being obtained via this IFB. The contract number is: DMH23010
- a) A copy of the contract can be viewed and printed from the state's eProcurement website located on the internet at: <http://missouribuys.mo.gov>. In addition, all proposal and evaluation documentation leading to the award of the contract may also be provided upon request. Please reference the Bid number IFB DMH23007 or the contract number shown above when requesting the documents.
 - b) State Expenditures – The Missouri Accountability Portal (MAP) located on the Internet at: [Missouri Accountability Portal, Expenditures](#) provides financial data related to the purchase of the services under the contract. Be sure to read the information provided in the links to “Site Information” and “Disclaimer”. Then, search by the contract number shown above when searching for the financial information.

1.3 Accuracy of Background Information

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

- 1.4 **Contract Period** - The original contract period shall be as stated on the Notice of Award. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Department shall have the right, at its sole option, to renew the contract for two additional one-year periods, or any portion thereof. In the event the Department exercises such right, all terms and conditions, requirements, and specifications of the contract, including prices, shall remain the same and apply during renewal periods.

1.5 Amendments

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

1.7 Terminology/Definitions

- 1.7.1 Whenever the following words and expressions appear in a document or any amendment thereto, the definition or meaning described below shall apply.
- a) **Amendment** means a written, official modification to a contract.
 - b) **Attachment** applies to all forms which are included to incorporate any informational data or requirements related to the performance requirements and/or specifications.
 - c) **Buyer** means the procurement staff member of the Department of Mental Health.
 - d) **Contact Person** as referenced herein is usually the Buyer.
 - e) **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.

- f) **Contractor** means a person or organization who enters into a contract.
- g) **Department** means the Missouri Department of Mental Health.
- h) **Exhibit** applies to forms which are included with a contract to be completed and submitted with the contract.
- i) **May** means that a certain feature, component, or action is permissible, but not required.
- j) **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- k) **Pricing Pages** applies to the forms on which the Contractor must state the prices applicable for the equipment, supplies, and/or services required in the contract. The pricing pages must be completed and submitted by the Contractor with the contract.
- l) **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the procurement operations of the Department.
- m) **Shall** has the same meaning as the word **must**.
- n) **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2) COMPLIANCES, TERMS & CONDITIONS SECTION

2.1 Applicable Laws and Regulations

- 2.1.1 The contract shall be construed according to the laws of the State of Missouri. The Contractor and the State of Missouri must follow all applicable federal, state, and local laws and regulations that apply to the performance of the contract. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the Contractor and Department.

2.2 Indemnification

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

2.3 Legal Proceedings

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

2.4 Non-Discrimination and Affirmative Action

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

2.5 Americans with Disabilities Act

- 2.5.1 In connection with the furnishing of equipment, supplies, and/or services under the contract, the Contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA), ADA is 42 U.S.C. section 1201, et seq.

2.6 Non-Appropriation of Funds

- 2.6.1 The Contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, have been withheld, or have been restricted, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or authority to spend. This includes, but is not limited to, the provisions of the Mo. Const. Article IV, sections 23, 27, 28 and in sections 33.030 and 33.065, RSMo and 1 CSR 10-3.010 (1)(B).

2.7 Business Associate Agreement

- 2.7.1 The Department is subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein. The Contractor shall abide by a Business Associate Agreement. The Department's current Business Associate Agreement is contained in Attachment A.
- 2.7.2 Unless the Contractor declares itself to be a Covered Entity as defined in HIPAA regulations, the Contractor shall be a "Business Associate" of the Department, as such term is defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103

2.8 Contractor's Personnel

- 2.8.1 The Contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA), P.L. 104-208, 110 Stat. 3009, and INA Section 274A (8 U.S.C. §1324a).
- a) If the Contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Contractor from doing business with the state. The state may also withhold up to 25% of the total amount due to the Contractor.
 - b) The Contractor shall fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- 2.8.2 Pursuant to subsection 1 of section 285.530, RSMo, '*no Contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri*'. The Contractor shall adhere to 285.525 through 285.550 RSMo.

2.9 State Preferences

- 2.9.1 If the Contractor's awarded bid included state preferences, the Contractor must comply with the rules applicable to those preferences including:
- a) Section 34.070 and section 34.073 RSMo for Missouri business preferences;
 - b) Section 34.074 RSMo and 1 CSR 40-1.050 for Service-Disabled Veteran Enterprises;
 - c) Section 34.165 RSMo and 1 CSR 40-1.050 for Organizations for the Blind/Sheltered Workshops; and

d) Section 34.350 to 34.359 RSMo for the Missouri Domestic Products Procurement Act.

2.10 Business Compliance Requirements

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

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

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

- a) In the event the Contractor or any of its principals become suspended or debarred during the contract period, the Contractor shall immediately send written notification to the Department. The Department reserves the right to terminate the contract due to suspension or debarment of the Contractor or its principals, or failure by the Contractor to provide written notification of suspension or debarment.

2.10.3 Anti-Discrimination Against Israel Act Certification, Exhibit #3 - The Contractor must complete and submit the Anti-Discrimination Against Israel Act Certification if the Contractor meets the definition of a company as defined in section 34.600, RSMo, and has 10 or more employees.

- a) The Contractor shall not engage in a boycott of goods or services from the State of Israel from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.
- b) If during the life of the contract, the Contractor's business status changes according to section 34.600, RSMo, then the Contractor shall comply with, complete, and submit to the Department an updated Exhibit #3, Anti-Discrimination Against Israel Act Certification.

2.10.4 State of Missouri Tax Compliance - Exhibit #4 - In accordance with section 34.040.7 RSMo, the Contractor must be in tax compliance with the Missouri Department of Revenue. The Missouri Department of Revenue will issue a "Vendor No Tax Due" certificate if the Contractor is properly registered to collect and have properly remitted sales and/or use tax, or if the Contractor is not making retail sales in Missouri. The Contractor certifies by signing the signature page of this original document and any addendum signature page that the Contractor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting agreement award.

2.10.5 Registration of Business Name with the Missouri Secretary of State, Exhibit #5 - In accordance with section 351.572, RSMo, the Contractor **must** obtain a certification of authority from the Missouri Secretary of State, such certification must be either:

- a) Good Standing
- b) Fictitious Active, or
- c) Identify how the Contractor's business is exempt from registering with the Missouri Secretary of State.

2.10.6 General Business Compliance - The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor certifies by signing the signature page of this original document and any amendment signature pages that the Contractor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. Likewise, the Contractor shall remain in compliance with such laws for the duration of the resulting contract. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:

- a) Taxes (e.g., city/county/state/federal);
- b) State and local certifications (e.g., professions/occupations/activities);
- c) Licenses and permits (e.g., city/county license, sales permits); and
- d) Insurance (e.g., worker's compensation/unemployment compensation).

The Contractor should refer to the Missouri Business Portal at: [Missouri Business Resources](#) for additional information.

2.11 Federal Funds Requirements

2.11.1 The Contractor shall understand and agree that the contract may involve the use of federal funds. The Contractor shall comply with applicable Federal Funds Requirements, as amended by the federal government, which may include some or all of the paragraphs contained in Attachment C or other requirements identified by the federal government.

2.11.2 If during the Contractor's fiscal year, the Contractor expends \$1,000,000 or more in federal grant funds received from the Department, the Contractor shall have an annual audit conducted in accordance with 2 CFR 200.

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

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

2.12 Open Records

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

2.13 Retention of Records and Documents

2.13.1 Unless specified in writing as a shorter period of time, the Contractor shall preserve and make available with no limitation all books, documents, papers, and records involving transactions related to the contract

for a period of 10 years from the date of the cancellation, expiration, or termination of the contract. Records and supporting documentation under audit or involved in litigation shall be kept for two years following the conclusion of the litigation or audit. During the contract period, access to these items shall be provided through a vehicle specified by the Department. During the post contract period delivery and access to these items shall be at no cost to the Department.

3) SPECIFIC PERFORMANCE REQUIREMENTS

- 3.1 The Contractor shall provide Fit for Duty Examination services for St. Louis Forensic Treatment Center-North Campus (SLFTC-N), St. Louis Forensic Treatment Center-South Campus (hereinafter referred to as SLFTC-S), and Hawthorn Children's Psychiatric Hospital (herein after referred to as HCPH) in accordance with the provisions and requirements stated herein.
- a) The Contractor shall understand that fit-for-duty examinations shall be defined as a test administered after application, interview and conditional job offer to an individual and for individuals returning to duty. The examination must be completed before the individual begins or returns to work. The individual must demonstrate the capability to safely perform the essential functions for the specific job position. The Contractor shall also collect medical history information.
- 3.2 **Scheduling** - The Contractor shall work with the designated facility individual to schedule services. The designated facility individual may schedule these examinations with less than 24 hours' notice.
- a) The Department estimates that most services may be required Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. excluding state holidays.
- 3.3 The Contractor must provide a licensed physical therapist with a minimum of 3 years of experience to administer all fit for duty examinations.
- a) The Contractor may allow a physical therapist assistant to perform fit-for-duty examinations for an individual that has a conditional job offer; however, the physical therapist assistant must have a minimum of 3 years of experience as a physical therapist assistant and must be under the direction of a licensed physical therapist.
- 3.4 The Contractor shall fully coordinate all contract activities with those activities of the Department.
- 3.7 **St. Louis Forensic Treatment Centers-North and South, and Hawthorn Children's Psychiatric Hospital**
- 3.7.1 Prior to the Contractor performing services, the Contractor and Department shall meet at the service facility and go over the examination requirements.
- 3.7.2 The Contractor shall administer the pre-employment fit for duty examinations on a pass/fail scale as follows:
- a) Consent to Examination- Upon arrival of the individual requiring a pre-employment fit for duty examination at the service facility, the Contractor shall have the individual sign a consent form.
- b) Medical History - The Contractor shall perform a medical history questionnaire on the individual.
- 1) If anything in the individual's health history is cause for concern by the Contractor, the individual must get a physician's release form prior to performing the examination. If the Contractor has a physician on site and the individual wishes to use the Contractor's physician, the services must be coordinated between the individual and the Contractor. The individual shall be expected to pay for the cost of the physician's exam. Neither the Contractor nor the Department shall be responsible for the individual's physician costs related to getting the physicians release form. The individual will be solely responsible for this cost. The Contractor must let the Department know the examination is on hold while the individual obtains a physician release form.

- c) Heart Rate and Blood Pressure – The Contractor shall take a resting heart rate and blood pressure of the individual.
 - 1) If the individual has an abnormal heart rate and blood pressure, the contractor shall end the examination. The Contractor shall not continue the examination until the individual has a physician's consent to continue with the examination. An abnormal heart rate and blood pressure shall be defined as indicated in the Contractor's awarded proposal.
- d) Height and Weight - The Contractor shall record information on the individual's height and weight.
- e) Musculoskeletal Screen - If an individual reports during the medical history interview/questionnaire a previous or existing injury that might limit the injured body part, the contractor shall understand and agree that a licensed medical provider such as a physical or occupational therapist shall give a musculoskeletal screen to ensure the individual is safe to complete the examination and document baseline status.
- f) Grip Strength – The Contractor shall administer a grip strength test. The grip strength test shall be for baseline information.
- g) Box Lifts - The contractor shall go over with the individual proper lifting technique, then the individual shall be asked to lift weighted boxes from floor to knuckle and knuckle to shoulder.
 - 1) The Contractor shall conduct the following four separate tests to complete the box lifts.
 - ✓ Twenty pounds vertical lift from floor to knuckle height;
 - ✓ Forty-five pounds vertical lift from floor to knuckle height;
 - ✓ Twenty pounds vertical lift from knuckle to shoulder height; and
 - ✓ Forty pounds vertical lift from knuckle to shoulder height
- h) Job Specific Tasks - The Contractor shall be required to perform the following job specific tasks on the individual that simulate tasks department staff may be asked to perform on the job. The job specific tasks shall be pass/fail. The Contractor shall watch the individual for signs of overexertion and may stop the individual from proceeding if at any time the contractor feels the individual is unsafe.
 - 1) Responding to a code – The Contractor shall simulate the individual responding to an emergency situation on the unit. The individual must run, walk, or jog a distance of 400 yards or 0.227 miles on a treadmill at a minimum speed of 3.5 miles per hour.
 - 2) Stairs – The Contractor shall have the individual respond to a call on an upper or lower unit. The individual must ascend and descend three stairs six and two-thirds times for a total of 20 stairs, at a comfortable, steady pace. Stairs should be close to the standard 7 ¾ rise and 11 ½ run.
 - 3) Sled pull – The Contractor shall have the individual respond to an emergency situation. The individual must pull 50 pounds on a push/pull sled with handle height of 32 inches, 20 feet.
 - 4) CPR Simulation – The Contractor shall have the individual perform CPR. The individual shall kneel on the floor to perform five repetitions of 30 compressions of two inches deep on an “adult” CPR mannequin followed by simulating two breaths of one second each. Compressions must be at a rate of 100/minute with the use of a metronome to set the rate. Compressions should be deep enough to create an audible “click,” and the individual must demonstrate the ability to maintain a position no more than one inch from the mannequin mouth during simulated breaths without leaning on or falling on the mannequin.
 - 5) Postural tolerance – The Contractor shall have the individual perform two repetitions of the following sequence: sidestep 10 steps, back step 10 steps, squat 20 seconds and then crawl 15 feet.
 - 6) Simulation for walking assist – For individuals sent by SLFTC-N and HCPH, the Contractor shall have the individual assist with another contractor employee walking a consumer in tandem. The individual must have and demonstrate the ability to balance on one leg while stepping forward 13 inches with their other leg. The thigh of the leg that is stepping forward shall be strapped into a Keiser Infinity Series Functional Trainer machine (or similar machine) at thigh height against a

resistance of 35 pounds. The Contractor shall have the individual demonstrate this task two times with each leg.

- 7) Simulation of carrying a consumer up and down stairs in a medical transport wrap – For individuals sent by SLFTC-N, the Contractor shall have the individual lift a 45-pound reinforced metal bucket (or similar item) from the floor, and then carry it 10 feet, then side step up onto a five-inch-high platform. The individual must have both feet on the platform and then side step onto the other side of the platform. This test must be done three times in total. The individual must then return the bucket to its origin 10 feet away.

- i) End of Examination - The contractor shall observe and make sure the individual is alright to leave per the contractor's protocol regarding pre-employment fit for duty examinations.

3.7.3 Accreditation Requirements - If applicable, the Contractor must comply with all rules and regulations established by State of Missouri Statute, federal regulations, The Joint Commission (TJC) standards, and Medicare/Medicaid standards.

3.8 Reporting of Pre-Employment Fit for Duty Examination Requirements-SLFTC-N&S, & HCPH

3.8.1 Examination Results: Within one to two business days following an examination, the Contractor shall report to the Department personnel analyst at each Department facility. The Contractor shall take the highest confidentiality in regard to the reported findings.

- a) The Contractor shall keep examination result records for a period of 10 years or for the length of time that the Contractor would normally keep such records, whichever is longer. The examination findings must be submitted to the Department directly at the following addresses:

Results for individuals sent by HCPH should be sent to:

Hawthorn Children's Psychiatric Hospital
ATTN: Human Resources
1901 Pennsylvania Ave.
St. Louis, MO 63133

Results for individuals sent by SLFTC-N should be sent to:

St. Louis Forensic Treatment Center
ATTN: Human Resources
5351 Delmar Blvd
St. Louis, MO 63112

Results for individuals sent by SLFTC-S should be sent to:

St. Louis Forensic Treatment Center
ATTN: Human Resources
5300 Arsenal St.
St. Louis, MO 63139

3.8.2 The Contractor shall help the Department interpret the results and analysis.

4) GENERAL CONTRACTUAL REQUIREMENTS SECTION

4.1 General

4.1.1 The Contractor shall provide services in accordance with the provisions and requirements stated herein, to the sole satisfaction of the Department.

4.1.2 The contract shall consist of any and all of the following documents, as applicable:

- a) An Invitation for Bid (IFB) and any amendments, attachments and exhibits thereto;
- b) The proposal or bid submitted by the Contractor in response to the IFB, as accepted by the Department;
- c) An original contract document; and
- d) Any subsequent amendments to the contract.

4.1.3 In the event the Contractor or any of its principals become suspended or debarred during the contract period, the Contractor shall immediately send written notification to the Department.

- a) Suspension or debarment of the Contractor, or failure by the Contractor to provide written notification of suspension or debarment to the Department, may result in immediate termination of the contract.

4.1.4 The Contractor shall represent itself as an independent Contractor offering such services to the general public and shall not represent itself or its employees as employees of the Department or the State of Missouri.

4.1.5 The Contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Department.

4.1.6 As authorized under sections 432.230 and 432.255 RSMo, the use of electronic signatures shall be permitted for contract documents. Additionally, contract documents maintained in electronic format shall be considered to be the official legal record and shall have the same force and effect as would a paper document.

4.2 Coordination - The Contractor shall coordinate all contract activities with designated representatives of the Department.

- a) Within five calendar days of contract award, the Contractor shall provide the Department with the name, address, e-mail address, and telephone number of the Contractor's representative servicing the contract.

4.3 Correspondence - Electronic mail (e-mail) will be utilized to transmit contract documents and other correspondence from the Department to the Contractor. The Contractor shall ensure the timely review and response to e-mailed documents and information.

4.3.1 The Contractor shall encrypt any electronic correspondence containing information confidential by law.

4.4 Collaboration

4.4.1 In the course of providing the services required herein, the Contractor shall collaborate with other agencies, resources, and individuals, as necessary and appropriate to effectively provide the necessary services. The Contractor shall attend and/or otherwise participate in orientation, planning, training, and other meetings with the Department, as required.

4.6 Personnel and Staffing

4.6.1 The Contractor shall assume all legal and financial responsibility for taxes, FICA, employee benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc.

4.7 Background Security Clearance Report

4.7.1 Prior to providing services under the contract, the Contractor must ensure personnel (including any third-party personnel) pass standard background checks equal to those required by the State of Missouri for employees, and if required by the state to address an audit, the Contractor must attest whether all applicable employees passed background checks. The Contractor shall be responsible for all costs associated with background checks. The Department reserves the right to require the Contractor to provide evidence of employees and all subcontractors and their employees passing a background check. Link to

MSHP Criminal Record Check website: [Missouri State Highway Patrol, Criminal Record Check](#). The standard background check shall be a nationwide fingerprint check through Missouri State Highway Patrol completed at a frequency determined by the state.

- 4.7.2 The Department shall have the right to request annual background checks on any Contractor that has worked for the Department greater than 12 months.

4.9 Conflict of Interest

- 4.9.1 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.

4.10 Contractor Liability

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

4.11 Insurance

- 4.11.1 The Department and the State of Missouri cannot save and hold harmless and/or indemnify the Contractor, its employees, agents, or subcontractors against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract. Therefore, the Contractor shall acquire and maintain adequate liability insurance in the forms and amounts sufficient to protect the State of Missouri, its agencies, employees and the general public against any loss, damage and/or expense related to his/her performance under the contract.
- 4.11.2 The Contractor shall maintain adequate automobile liability insurance for the operation of any motor vehicle used to provide any form of transportation service related to the services of this contract.
- 4.11.3 If the contract involves the performance of medical services of any type, the Contractor shall maintain adequate liability insurance to cover all medical services rendered.
- 4.11.4 Proof of insurance coverage shall be submitted to the Department as requested. Proof of the insurance coverage shall include, but not be limited to, effective dates of coverage, limits of liability, insurers' names, policy numbers, company, etc. Proof of self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable.
- 4.11.5 Notwithstanding the language in this contract set forth above, the parties recognize that certain Contractors may be entities that are sovereign political subdivisions of the State of Missouri – including but not limited to a department, board or other governmental unit of a city, county, township, etc. In that instance, the Contractor, by entering into this agreement, is not thereby waiving or limiting the rights or

defenses it may have with respect to sovereign or governmental immunity, official immunity or any other legal protections applicable under federal or state law, which are afforded to that Contractor and its employees by virtue of the entity's status as a political subdivision of the State of Missouri.

4.12 Confidentiality

- 4.12.1 All discussions with the Contractor and all information gained by the Contractor as a result of the Contractor's performance under the contract shall be confidential, to the extent required by law.
- 4.12.2 Disclosure of information by either party concerning an individual for any purpose not directly related to the performance of this contract is prohibited except as specified by applicable state and federal laws and regulations.
- 4.12.3 The Contractor shall release no reports, documentation or material prepared pursuant to the contract to the public without the prior written consent of the Department, unless such disclosure is required by law.
- 4.12.4 If required by the Department, the Contractor and any required Contractor personnel shall sign specific documents regarding confidentiality, security, or other similar documents
- 4.12.5 The Contractor shall use appropriate administrative, physical, and technical safeguards to prevent use or disclosure of any information confidential by law that it creates, receives, maintains, or transmits on behalf of the Department. Such safeguards shall include, but not be limited to:
 - a) Encryption of any portable device used to access or maintain confidential information or use of equivalent safeguard;
 - b) Encryption of any transmission of electronic communication containing confidential information or use of equivalent safeguard;
 - c) Workforce training on the appropriate uses and disclosures of confidential information pursuant to the terms of the contract;
 - d) Policies and procedures implemented by the Contractor to prevent inappropriate uses and disclosures of confidential information by its workforce and subcontractors, if applicable; and
 - e) Any other safeguards necessary to prevent the inappropriate use or disclosure of confidential information.

4.13 Remedies and Rights

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

4.14 Recordkeeping and Reporting Requirements

- 4.14.1 The Contractor shall maintain auditable records for all activities performed under this contract. Financial records shall conform to Generally Accepted Accounting Principles (GAAP). Such records shall reflect, at a minimum, the specific number and type of service units provided, the number and type of individual

served, individual progress and other relevant records. The Contractor shall submit itemized reports, records and information at the request of the Department.

- 4.14.2 The Contractor shall allow the Department or its authorized representative to inspect and examine the Contractor's premises and/or records which relate to the performance of the contract at any time during the period of the contract and within the period specified herein for the Contractor's retention of records.
- 4.14.3 The Contractor shall provide written notification to the Department when there is any change in the Contractor's licensure or certification/accreditation status, official name, address, Executive Director, or change in ownership and/or control of the Contractor's organization.
- 4.14.4 Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor shall notify the Department immediately. Upon learning of any such actions, the Department reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages, to the extent authorized by law.

4.15 Financial Requirements

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

4.16 Subcontractors

- 4.16.1 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.
- 4.16.2 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 Department will coordinate activities between the Contractor and third-party suppliers provided by the Department.
- 4.16.3 Except in cases where the Department's actions are the cause of a subcontractor claim, the Contractor must ensure that the Department and 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 Department as described in the contract between the Department and the Contractor.
- 4.16.4 The Contractor must notify the Department upon establishing any new subcontracting arrangements related to the products and/or services provided to the Department as a result of the contract.
- 4.16.5 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.

4.17 Property of State

- 4.17.1 All records, documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or

completed by the Contractor pursuant to the terms of the contract shall become the property of the State of Missouri.

- a) Upon expiration, termination, or cancellation of the contract, all such items shall become the property of the State of Missouri, which shall include all rights and interests for present and future use or sale as deemed appropriate by the Department.

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

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

4.18 Contract Monitoring/Compliance

4.18.1 The Department has the right to monitor the contract throughout the effective period of the contract to ensure compliance with contractual requirements.

- a) The Contractor shall cooperate with any Department review of records and other documentation related to the Contractor's performance under the contract.

4.18.2 In the event the Department determines the Contractor to be non-compliant, or at risk for non-compliance with contractual requirements, the Department shall have the right to impose special conditions or restrictions on the Contractor to bring the Contractor into compliance or to mitigate the risk of non-compliance.

- a) The Department shall provide written notification to the Contractor of the determination of non-compliance or the risk of non-compliance, identifying any special conditions or restrictions to be imposed by the Department.
- b) Special conditions or restrictions may include, but are not limited to:
 - 1) Requiring the Contractor to obtain additional technical assistance;
 - 2) Requiring additional levels of prior approval from the Department for contract activities;
 - 3) Requiring additional or more detailed financial reports and/or other documentation;
 - 4) Additional, ongoing contract monitoring/oversight by the Department;
 - 5) Preventing the Contractor from adding new Department funded services, contracts, and accepting new Department referrals; and/or
 - 6) Requiring the submission and implementation of a corrective action plan.

4.18.3 In the event the Department requires the Contractor to submit and implement a corrective action plan, the Department shall provide written notification to the Contractor, identifying the specific performance or other contractual requirements that are not being met and the expected corrective resolution.

- a) The Contractor shall submit a written corrective action plan to the Department within the timeframes specified in the Department notification.
- b) The corrective action plan must include the actions the Contractor proposes to take to remedy concerns, timeframes for achieving such, the person responsible for the necessary action, the improvement that is expected, a description of how progress will be measured and a description of the actions to be taken to prevent the situation from recurring.
- c) Failure of the Contractor to submit a written corrective action plan to the Department within the specified timeframes may result in termination of the contract.

- d) The Department will notify the Contractor in writing if the corrective action plan is approved or if modifications are required.
 - 1) In the event the Department requires changes to the corrective action plan, the Contractor shall submit a revised corrective action plan within five working days of receipt of the Department's notification that changes are required.
- e) Failure of the Contractor to improve performance within the timeframes required in the approved corrective action plan may result in termination of the contract and/or other remedies available to the Department.

4.19 Amendment, Termination and Renewal

- 4.19.1 The contract shall not bind, nor purport to bind, the Department for any commitment in excess of the original contract period.
- 4.19.2 Any change, whether by modification and/or supplementation, shall be accomplished by a formal contract amendment.
- 4.19.3 The Department shall have the right, at its sole option, to renew the contract. In the event the Department exercises its renewal option, all terms, conditions and provisions of the original contract and any subsequent amendments shall remain in effect and shall apply during the renewal period.
- 4.19.4 The Department shall have the right, at its sole option, to consolidate all or portions of related service contracts into a single contract.
- 4.19.5 The contract may be terminated by either party, by giving 60 days advance written notice to the other party at its principal address. The termination shall be effective 60 days from the date of notice, or the date specified in the notice. The Department reserves the right to withdraw any or all clients/individuals before the end of the 60-day period.
- 4.19.6 Any written notice to the Contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, electronic mail, or otherwise delivered to an authorized employee of the Contractor or the Contractor's address of record.
 - a) The Contractor shall notify the Department within ten business days of any change to the Contractor's address of record and/or mailing address.
- 4.19.7 **Breach:** The Department may terminate the contract for breach of contract by providing the Contractor with written notice of termination.
 - a) The termination shall become effective on the date specified in the notice.
 - b) At its sole discretion, the Department may give the Contractor an opportunity to cure the breach.
 - c) The Department shall not be required to pay for services rendered or goods provided after the effective date of the termination of the contract.

4.20 Transition of Services

- 4.20.1 Incoming Transition: Upon Department authorization to proceed with services, the Contractor shall work with the Department and any other organizations designated by the Department to facilitate an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the Department.
- 4.20.2 Outgoing Transition: Upon expiration, termination, or cancellation of the contract, the Contractor shall work with the Department and any other organizations designated by the Department 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 Department, the Contractor shall provide and/or perform any or all of the following responsibilities:

- a) The Contractor shall transfer all individual records, documentation, reports, data, recommendations, transactions with the Department and any items as required under the terms of the contract, to the Department and/or to the Department's designee in a secure electronic format as authorized by the Department within seven calendar days after receipt of a written request. Any item not transferable electronically shall be delivered at the Contractor's expense, FOB Destination, Prepaid and Allowed.
- b) The Contractor shall discontinue providing services or accepting new assignments, on the date specified by the Department, in order to ensure the completion of such service prior to the expiration of the contract.
- c) If requested by the Department, 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 (or 60 calendar days in the event of termination by the State of Missouri for breach) 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 Department, 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.

4.21 Survivability of Terms

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

4.22 Miscellaneous

- 4.22.1 Unless otherwise specified, the Contractor shall be responsible for furnishing all material, labor, facilities, equipment and supplies necessary to perform the services required.
- 4.22.2 The Department may require the attendance of the Contractor's personnel at training activities and may require the cooperation of the Contractor's personnel where the Department provides technical assistance.
- 4.22.3 The Department reserves the right to place a monitor with the Contractor, given any situation described in Section 630.763 RSMo, or when the Department determines that the health, safety, or welfare of the client/individual cannot be adequately assured.
- 4.22.4 The Contractor shall fully cooperate with all investigations conducted by the Department, or its agents, which relate, directly or indirectly, with the performance of this contract.
- 4.22.5 The Department endorses a drug-free environment and the absence of substance abuse. The Contractor shall support and enforce these philosophies in their performance of the contract.
- 4.22.6 The Contractor agrees to maintain appropriate documentation that it has appropriate systems and controls in place to ensure that any and all information software systems used in relationship to the contractual responsibilities with the Department have been acquired, operated, and maintained consistently with U.S. copyright law or applicable licensing restrictions. The Contractor agrees to make documentation of such compliance and any such license immediately available upon request by the Department.

5) INVOICING AND PAYMENT SECTION

5.1 Invoicing Requirements

- 5.1.1 The Contractor shall submit invoices to the Department within 10 days following the Contractor provided

services under the contract. The Contractor shall perform the services prior to invoicing the Department.

5.1.2 The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice and shall include on the invoice the remittance address listed in the Contractor's MissouriBUYS (WebProcure/Proactis/MOVERS) supplier registration.

5.1.3 The invoice must include the Contractor name, contract number, Contractor's state supplier number, individuals name, service performed, date of service, and the cost of the service provided. Price shall not exceed the prices stated on the Pricing Page.

a) The Contract shall not invoice federal or state tax.

5.1.4 The Contractor shall submit its invoices to:

Department of Mental Health
St Louis Forensic Treatment Center
5300 Arsenal St
St Louis, MO 63139
Attn: Accounts Payable Department
Email: emphs-accountspayable@dmh.mo.gov

5.1.5 The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and should be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.

5.1.6 The invoice number will be listed on the state's EFT addendum record to enable the Contractor to properly apply state payments to invoices. The Contractor must comply with all other invoicing requirements stated herein.

5.1.7 All invoices for services purchased by the Department shall be subject to late payment charges as provided in section 34.055, RSMo.

5.1.8 Final invoices are due by no later than 30 calendar days of the expiration of the contract.

5.1.9 Invoicing and payments must follow section 33.120, section 34.055, and section 8.960, RSMo. All payments shall be made in arrears, unless the requirements of 1 CSR 10-3.010 allow for advance payment of goods or services.

5.2 Payments to the Contractor

5.2.1 The Department shall submit contract payments to the Contractor at the remittance address listed in the Contractor's MissouriBUYS Supplier registration. However, the Contractor shall understand and agree the state reserves the right to make contract payments to the Contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the Contractor must verify and update, if applicable, their Supplier registration with their current remittance address and ACH-EFT payment information at: [MissouriBUYS, powered by MOVERS](#).

a) The Contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system on the Supplier Payment Services Portal at: [Missouri Supplier Services Portal](#)

5.2.2 Payments due under the terms of the contract shall be made by the Department upon receipt of a properly itemized invoice.

- 5.2.3 Other than the payments specified on the pricing page, no other payments or reimbursements shall be made to the Contractor for any reason whatsoever including, but not limited to taxes, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 5.2.4 Notwithstanding any other payment provision of the contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the facility may withhold payment or reject invoices under the contract.
- 5.2.5 If a request by the Contractor for payment or reimbursement is denied, the Department shall provide the Contractor with written notice of the reason for denial.
- 5.2.6 If the Contractor is overpaid by the Department, upon official notification by the Department, the Contractor shall provide the Department 1) with a check payable as instructed by the Department in the amount of such overpayment at the address specified by the Department or 2) deduct the overpayment from the monthly invoices as requested by the Department.

6) BID SUBMISSION INFORMATION AND REQUIREMENTS

6.1 Introduction

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

6.2 Submission of Bids

- 6.2.1 Suppliers have the option of submitting their bid either as an electronic response or as a hard copy response. Instructions on how a registered Supplier responds to a bid on-line are available on the MissouriBUYS, powered by MOVERS website at: [MissouriBUYS, powered by MOVERS, bid response instructions](#) (see Bid Response Instructions for MissouriBUYS, powered by MOVERS). Electronic responses shall not be submitted via email.
- a) Registered Suppliers must submit their bid electronically through MissouriBUYS, powered by MOVERS by completing the applicable on-line pricing and by completing, attaching, and submitting all completed IFB Supplier Response Exhibits, and Attachments (including **Bid Signature Page**) and all other contents of their bid. The registered supplier is instructed to review the IFB submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.
 - b) The exhibits, forms, attachments, and Pricing Page provided herein should be saved and completed by a registered supplier and then sent as an attachment to the electronic submission in MissouriBUYS, powered by MOVERS in PDF format. Other information requested or required may be sent as an attachment in MissouriBUYS, powered by MOVERS. Be sure to include the solicitation number, company name, and a contact name on any electronic attachments. All of the Supplier's response attachments should be searchable. Each attachment submitted in MissouriBUYS, powered by MOVERS must not exceed a 100MB file size.
 - c) **Embedded Files, Hyperlinks, and Video Clips:** The Supplier should not include embedded files, hyperlinks, or video clips within their response to the IFB.
- 6.2.2 **Hard Copy Bid Response** - If the Supplier is submitting a bid via the mail or a courier service or is hand delivering the bid, the Supplier should include completed exhibits, forms, and other information concerning the bid with the response. The Supplier is instructed to review the IFB submission provisions carefully.
- a) **Recycled Products** - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the Supplier is requested to print the proposal double-sided using recycled paper, if possible, and minimize or

eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy bids may be submitted in a notebook or binder.

- b) The Supplier should include an electronic copy of its entire bid, including all attachments, in PDF format on a flash drive.
 - 1) The Supplier should ensure all copies, and all media are identical to the Supplier's hardcopy original bid. In case of a discrepancy, the original hardcopy bid document shall govern.

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

- a) If a registered Supplier submits an electronic and hard copy bid response and if such responses are not identical, the Supplier should explain which response is valid. In the absence of an explanation, the Department shall consider the response which serves the Department's best interest.

6.2.4 Compliance with Requirements, Terms and Conditions: Suppliers are cautioned that the State of Missouri shall not award a non-compliant bid. Consequently, any Supplier indicating non-compliance or providing a response in conflict with mandatory requirements, terms, conditions, or provisions of the IFB may result in the Supplier's bid being rendered as non-responsive and eliminated from further consideration for award.

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

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

- a) Section 610.011, RSMo, requires that all provisions be "liberally construed and their exceptions strictly construed" to promote the public policy that records are open unless otherwise provided by law.
- b) Regardless of any claim by a Supplier as to material being confidential and not subject to copying or distribution, or how a Supplier characterizes any information provided in its bid, all material submitted by the Supplier in conjunction with the IFB is subject to release in relation to a request for public records under the Missouri Sunshine Law (see chapter 610, RSMo). Only information expressly permitted to be closed pursuant to the strictly construed provisions of Missouri's Sunshine Law will be treated as a closed record and withheld from any public request submitted to the Department. The Supplier should presume information provided to the Department in a bid will be public and made available upon request in accordance with the provisions of state law. The Supplier's sole remedy for the state's denial of any confidentiality request shall be limited to withdrawal of their bid in its entirety. It is not the State of Missouri's intention to have requested any confidential material as part of the Supplier's bid. Therefore, Suppliers should NOT include confidential material with their bid.
- c) In no event will the following be considered confidential or exempt from the Missouri Sunshine Law:
 - 1) Supplier's entire bid including client lists, references, proposed personnel, and methodology including deliverables;
 - 2) Supplier's pricing; and

- 3) Supplier's product specifications unless specifications specifically disclose scientific and technological innovations in which the owner has a proprietary interest (see subsection 15 of section 610.021, RSMo).

d) **Hard Copy Bid** - If the Supplier is submitting a bid via the mail or a courier service or is hand delivering the bid and submits information with their bid that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their bid must be separated, sealed, and clearly marked as confidential along with an explanation of what qualifies the specific material to be held as confidential pursuant to the provisions of section 610.021, RSMo. The Supplier's failure to follow this instruction shall relieve the state of any obligation to preserve the confidentiality of the documents.

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

- a) Signed page one from the original IFB, and all signed addendums should be placed at the beginning of the bid;
- b) Cost Bid (Attachment #1: Pricing Page);
- c) Exhibits and Information in their numerical order:
 - ❖ Exhibit #1 - Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization and Documentation (E-Verify)
 - ❖ Exhibit #2 - Federal Funding Unique Identity ID and Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction
 - ❖ Exhibit #3 - Anti-Discrimination Against Israel Act Certification
 - ❖ Exhibit #4 - Vendor No Tax Due Certification
 - ❖ Exhibit #5 - Secretary of State Business Registration
 - ❖ Exhibit #6 - Blind Sheltered Workshop
 - ❖ Exhibit #7 - Document of Intent to Participate
 - ❖ Exhibit #8 - Employee/Conflict of Interest
 - ❖ Exhibit #9 - Federal Funding Accountability and Transparency Act Data Form

6.5 Evaluation of Cost

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

6.5.2 Objective Evaluation of Cost: The cost evaluation shall be based on the prices stated on the Attachment #1, Pricing Pages for each potential contract period.

- a) The cost evaluation of required pricing shall be based on the pricing for the mandatory requirements provided by the supplier in response to Section 3.1 through 3.8 of the Attachment #1, Pricing Pages, including all equipment, services, hardware, software licensing, hosting, maintenance, technical support, implementation, training, and additional licenses for the original contract period and the renewal periods

- 1) Required Pricing cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Supplier's Price}}{\text{Compared Supplier's Price}} \times \frac{\text{Maximum Cost}}{\text{Evaluation Points (200)}} = \text{Assigned Cost Points}$$

- 6.5.3 **Cost Evaluation Quantities:** The supplier shall understand and agree that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect either actual or anticipated usage.
- a) Suppliers who can certify that goods or commodities to be provided in accordance with the contract are manufactured or produced in the United States or imported in accordance with a qualifying treaty, law, agreement, or regulation shall be entitled to a ten percent 10% preference over suppliers whose products do not qualify.
 - b) The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in section 34.353, RSMo, are met.
 - c) If the supplier claims there is only one line of the good manufactured or produced in the United States, subsection 2 of section 34.353, RSMo, or that one of the exceptions of subsection 3 of 34.353, RSMo, applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of a contract.
 - d) In accordance with the Buy American Act, the supplier must provide proof of compliance with section 34.353, RSMo. Therefore, the supplier should complete and return Exhibit #9, Domestic Products Procurement Act (Buy American) Preference certification regarding proof of compliance, with the supplier's response. This document must be satisfactorily completed prior to an award of a contract.
 - e) If the lowest priced supplier qualifies as American-made or in the event all of the suppliers or none of the suppliers qualify for the Buy American preference, no further calculation is necessary. In the event the lowest priced supplier does not qualify for the Buy American Preference, but other suppliers do qualify, then the low supplier's prices is increased by 10% for those items not eligible for the Buy American Preference.
- 6.5.4 **Prompt Payment Discount:** The supplier is encouraged to propose price discounts for prompt payment that would benefit the State of Missouri. However, since such discounts would be conditional upon the Department being able to meet the payment deadline, such discount shall not be considered in the cost bid evaluation.

6.6 Business Compliance

- 6.6.1 **Affidavit of Work Authorization and Documentation - Exhibit #1-** Pursuant to section 285.530, RSMo, if the Supplier meets the section 285.525, RSMo, definition of a "business entity" [Chapter 285.525 RSMo Definitions](#), the Supplier must affirm the Supplier's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Supplier should complete applicable portions of Exhibit #1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit #1 must be submitted prior to an award of a contract.
- 6.6.2 **Federal Funding Unique Identity ID - Exhibit #2 -** The Supplier certifies by signing the signature page of this original document and any addendum signature page that the Supplier is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The Supplier should complete and return the attached certification regarding debarment, etc., Exhibit #2 with the bid. This document must be satisfactorily completed prior to award of the contract.
- 6.6.3 **Anti-Discrimination Against Israel Act Certification Exhibit Instructions - Exhibit #3 -** Regardless of company status or number of employees, Supplier is requested to complete and submit the applicable portion of Exhibit #3- Anti-Discrimination Against Israel Act Certification with their response. Pursuant to section 34.600, RSMo, if the Supplier meets the section 34.600, RSMo, definition of a "company" [Chapter](#)

[34.600, Citation of law](#) and the Supplier has 10 or more employees, the Supplier must certify in writing that the Supplier is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, if awarded a contract, for the duration of the contract. The applicable portion of the exhibit must be submitted prior to an award of a contract.

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

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

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

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

- a) Service-Disabled Veteran Business Enterprises (SDVEs) – Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three-bonus point preference shall be granted to vendors who qualify as Missouri service-disabled veteran business enterprises and who complete and submit Exhibit #6, Missouri Service-Disabled Veteran Business Enterprise Preference with the solicitation. If the solicitation does not include the completed Exhibit #6 in accordance with the instructions provided therein, no preference points will be applied. In order to be considered a qualified SDVE for purposes of this IFB, the vendor must be certified as an SDVE by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the bid opening date.
- b) Definition - Qualified SDVE:
 - 1) In order to be considered a qualified SDVE for purposes of this IFB, the SDVE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the bid 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 51% of the business owned by one or more service-disabled veterans (SDVs) or, in the case of any publicly owned business, not less than 51% of the stock of which is owned by one or more SDVs;
 - 4) SDVE has the management and daily business operations controlled by one 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 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 in a manner that will constitute an added value to the contract and shall be performed 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 bid opening date (the date the bid is due). (See above for the definition of an SDVE.)

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

6.7.3 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 Department from the contract.

Attachment A – Business Associate Agreement

(rev 12-29-2025)

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

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

Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (Department) in its role as employer

- l) "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Agreement.
 - m) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.
 - n) "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.
- 3) The Contractor agrees and understands that wherever in this document the term "Protected Health Information" is used, it shall also be deemed to include Electronic Protected Health Information.
- 4) The Contractor must appropriately safeguard Protected Health Information which the Contractor receives from or creates or receives on behalf of the Department. To provide reasonable assurance of appropriate safeguards, the Contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.
- 5) The Department and the Contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.
- 6) **Permitted Uses and Disclosures of Protected Health Information by the Contractor**
- 6.1 The Contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the Department, except for the specific uses and disclosures in the contract.
- 6.2 The Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Department as specified in the contract, provided that such use or disclosure would not violate HIPAA, and the regulations promulgated thereunder.
- 6.3 The Contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the Department by no later than 10 calendar days after the Contractor becomes aware of the disclosure of the Protected Health Information.
- 6.4 If required to properly perform the contract and subject to the terms of the contract, the Contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the Contractor's business.
- 6.5 If the disclosure is required by law, the Contractor may disclose Protected Health Information to carry out the legal responsibilities of the Contractor.
- 6.6 If applicable, the Contractor may use Protected Health Information to provide Data Aggregation services to the Department as permitted by 45 CFR 164.504(e)(2)(i)(B).
- 6.7 The Contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the Department to do so.
- 6.8 The Contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the Department's minimum necessary policies and procedures.

7) Obligations and Activities of the Contractor

- 7.1 The Contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).
- 7.2 The Contractor shall use appropriate administrative, physical and technical safeguards and comply with Subpart C of 45 CFR Part 164 to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:
- a) Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;
 - b) Policies and procedures implemented by the Contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and sub-contractors, if applicable;
 - c) Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;
 - d) Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and
 - e) Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- 7.3 With respect to Electronic Protected Health Information, the Contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that Contractor creates, receives, maintains or transmits on behalf of the Department and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.
- 7.4 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the Contractor shall require that any agent or sub-contractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the Contractor agrees to the same restrictions, conditions, and requirements that apply to the Contractor with respect to such information.
- 7.5 By no later than 10 calendar days after receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the Contractor shall make the Contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the Contractor on behalf of the Department available to the Department and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.
- 7.6 The Contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the Department to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five calendar days of receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the Contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the Department. If requested by the Department or the individual, the Contractor shall provide an accounting of disclosures directly to the individual. The Contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the Department upon request.
- 7.7 In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the Contractor shall, within five calendar days following a Department request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, provide the Department access to the Protected Health Information in an individual's designated record

set. However, if requested by the Department, the Contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.

- 7.8 At the direction of the Department, the Contractor shall promptly make any amendments to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- 7.9 The Contractor shall report to the Department's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five calendar days after the Contractor becomes aware of such incident, the Contractor shall provide the Department's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.
- 7.10 The Contractor shall report to the Department's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five calendar days after the Contractor becomes aware of any such use or disclosure, the Contractor shall provide the Department's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
- 7.11 The Contractor shall report to the Department's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five calendar days after the Contractor becomes aware of such incident, the Contractor shall provide the Department's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.
- 7.12 The Contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):
- a) The name, address, and telephone number of each individual whose information was involved if such information is maintained by the Contractor;
 - b) The electronic address of any individual who has specified a preference of contact by electronic mail;
 - c) A brief description of what happened, including the dates of the incident and the dates of the discovery of the incident;
 - d) A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and
 - e) The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.
- 7.13 Notwithstanding any provisions of the Terms and Conditions attached hereto; in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the Contractor shall keep and retain adequate, accurate, and complete records of the documentation required under this agreement for a minimum of six years as specified in 45 CFR Part 164.
- 7.14 The Contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.
- 7.15 If the Contractor becomes aware of a pattern of activity or practice of the Department that constitutes a material breach of contract regarding the Department's obligations under the Business Associate

Agreement of the contract, the Contractor shall notify the Department's Security Officer of the activity or practice and work with the Department to correct the breach of contract.

- 7.16 The Contractor shall indemnify the Department from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the Contractor or its employees, agents or sub-contractors. The Contractor shall reimburse the Department for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the Department under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the Contractor's negligent or wrongful actions or inactions or violations of this agreement.
- 8) **Obligations of the Department**
- 8.1 The Department shall notify the Contractor of limitations that may affect the Contractor's use or disclosure of Protected Health Information, by providing the Contractor with the Department's notice of privacy practices in accordance with 45 CFR 164.520.
- 8.2 The Department shall notify the Contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
- 8.3 The Department shall notify the Contractor of any restriction to the use or disclosure of Protected Health Information that the Department has agreed to in accordance with 45 CFR 164.522.
- 8.4 The Department shall not request the Contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.
- 9) **Expiration/Termination/Cancellation:** Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the Contractor shall, at the discretion of the Department, either return to the Department or destroy all Protected Health Information received by the Contractor from the Department, or created or received by the Contractor on behalf of the Department, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of sub-contractor or agents of the Contractor.
- a) In the event the Department determines that returning or destroying the Protected Health Information is not feasible, the Contractor shall extend the protections of the contract to the Protected Health Information for as long as the Contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the Contractor must notify the Department and obtain instructions from the Department for either the return or destruction of the Protected Health Information.
- 10) **Breach of Contract:** In the event the Contractor is in breach of contract with regard to the business associate provisions included herein, the Contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the Department determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the Department shall report the breach of contract to the Secretary of the Department of Health and Human Services.

ATTACHMENT B, BID SUBMITTAL CHECKLIST (COST ONLY)

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

Line No	Description – While not all documents/items listed below are mandatory in submitting a responsive bid, failure to provide adequate information to completely address the specified evaluation criteria may at least result in minimal subjective consideration and may result in rejection of the supplier's response.	Task Complete
1)	Complete and sign Bid Signature Page .	☐
2)	Complete Pricing Page, Attachment #1 .	☐
3)	Complete and sign Business Compliance Exhibit #1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization (be sure to complete and return the Affidavit of Work Authorization and the supplier's E-Verify Memorandum of Understanding if required)	☐
4)	Complete Business Compliance Exhibit #2, Federal Funding Unique Identity ID .	☐
5)	Complete and sign Business Compliance Exhibit #3, Anti-Discrimination Against Israel Act Certification .	☐
6)	Complete Business Compliance Exhibit #4, State of Missouri Tax Compliance and attach "Vendor No Tax Due" certificate.	☐
7)	Complete Business Compliance Exhibit #5, Registration of Business Name with the Missouri Secretary of State .	☐
8)	Complete Exhibit #6, Participation Commitment for any Organization for the Blind/Sheltered Workshop and/or SDVE proposed.	☐
9)	Complete Exhibit #7, Documentation of Intent to Participate , identifying each Organization for the Blind/Sheltered Workshop and/or SDVE proposed.	☐
11)	Complete Business Compliance Exhibit #8, Employee/Conflict of Interest .	☐
12)	Complete and sign Exhibit #9, Federal Funding Accountability and Transparency Act	☐

If applicable, clearly mark, and separate proprietary or confidential information and describe how the proprietary or confidential information meets Chapter 610, RSMo (ref. Section 6 of the IFB).

REMINDER: Supplier do not need to return IFB Sections 1 through 6 with their bid response.

ATTACHMENT C: FEDERAL FUNDS REQUIREMENTS

1.1 Federal Fund Requirements

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

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

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

1.1.7 Drug Free Workplace Act - The Contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor shall report any conviction of the Contractor's personnel under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. A report of a conviction shall be made to the Department within five working days after the conviction.

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

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

1.1.9 Contractor Whistleblower Protections:

- a) The Contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a Contractor, subcontractor, grantee, or sub-grantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for “whistleblowing”. In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
- b) The Contractor’s employees are encouraged to report fraud, waste, and abuse. The Contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
- c) The Contractor shall include this requirement in any agreement made with a sub-contractor or sub-grantee.

1.1.10 Human Rights and Affirmative Action:

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

5) Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

- c) If discrimination by a Contractor is found to exist, the Department shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Department until corrective action by the Contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

1.1.11 Clean Air Act and Federal Water Pollution Control Act - The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*).

1.1.12 Audits: If required, the Contractor shall have a single or program-specific audit conducted in accordance with provisions of the Single Audit Act of 1984 (with amendment in 1996) and 2 CFR Chapter 1, Chapter II, Part 200, Subpart F, et al., Audit Requirements.

- a) In accordance with the provisions of 2 CFR Chapter 1, Chapter II, Part 200, Subpart F, et al., Audit Requirements, the Contractor shall consider all sources of federal awards, including federal resources received from the Department, in determining the federal awards expended in its fiscal year.
- b) In the event the Contractor is required to obtain an audit pursuant to 2 CFR Chapter 1, Chapter II, Part 200, Subpart F, et al., Audit Requirements, the Contractor shall submit the reporting package to the Federal Audit Clearinghouse (FAC) as required by 2 CFR § 200.512. The Contractor shall notify the Department of the acceptance of the audit by the FAC within 7 calendar days of the acceptance. The Contractor shall also notify the Department in the event the Contractor is not required to obtain and submit a single audit. These notifications shall be submitted to the:

Department of Mental Health
Division of Administrative Services
Attn: Single Audit
P.O. Box 687
Jefferson City, MO 65102-0687
Email: DMHAudit@dmh.mo.gov

- c) The Contractor shall cooperate with the Department in resolving questions that the Department may have concerning the auditors' report and plans for corrective actions pursuant to 2 CFR § 200.521.

ATTACHMENT #1
PRICING PAGE

- 1) **Mandatory Pricing Pages Requirements:** The supplier shall provide firm, fixed pricing for Fit for Duty Examinations pursuant to all mandatory requirements herein. The supplier must clearly describe any one-time required firm, fixed costs necessary to meet the IFB requirements herein. The supplier must indicate any other relevant information related to the pricing of their proposed services. Pricing must include all start-up costs, technical support, and training. The supplier must provide firm, fixed pricing for all products and services needed to meet the requirements identified herein and to fulfill all of the supplier's commitments included in their bid thereto. The supplier must understand and agree, if awarded a contract, no additional costs shall be assessed to the Department to meet the requirements identified herein unless the Department amends the contract to request additional Scope of Work.
- 2) **Required Pricing:** The supplier shall provide firm, fixed pricing for the specified items listed in the table below. (UNSPSC Codes: 85122100)

Line Item	Description	Qty	UOM	Initial Contract Period Firm, Fixed Price	1st Renewal Contract Period Maximum Price	2nd Renewal Contract Period Maximum Price
1	Licensed Physical Therapist	1	Per Examination	\$_____	\$_____	\$_____
2	Physical Therapist Assistant	1	Per Examination	\$_____	\$_____	\$_____

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

Supplier's Response:

- 4) **Purchasing Card:** The State of Missouri reserves the right to purchase goods and services using the state purchasing card. The supplier should indicate whether payments would be allowed via the state's purchasing card at no additional cost.

Will the supplier allow payment via the states purchasing card at no additional cost?

☐ Yes ☐ NO

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

The Vendor MUST certify their current business status by completing either Box A, Box B, or Box C on this Exhibit.

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

BOX B: To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at [Home | E-Verify](#)

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

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

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities, out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

☐ I am a self-employed individual with no employees;

OR

☐ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

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

Authorized Business Entity Representative's Name (Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

EXHIBIT #1, continued

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

BOX B – CURRENT BUSINESS ENTITY STATUS

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

Authorized Business Entity Representative's Name (Please Print)

Authorized Representative's Signature

Business Entity Name

Date

E-Mail Address

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

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

AND

- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the Vendor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the Vendor's name, and the MOU signature page completed and signed, at minimum, by the Vendor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the Vendor's name and company ID, then no additional pages of the MOU **must** be submitted;

AND

- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT #1, continued
AFFIDAVIT OF WORK AUTHORIZATION

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

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

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

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

E-Verify Company ID Number

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

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

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

Signature of Notary

Date

EXHIBIT #1, continued

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

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

Name of **Missouri Department** to Which Previous E-Verify Documentation Submitted: _____.

Date of Previous E-Verify Documentation Submission: _____.

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

Authorized Business Entity Representative's Name (Please Print)

Authorized Representative's Signature

Business Entity Name

Date

E-Mail Address

E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Buyer

Date

EXHIBIT #2
BUSINESS COMPLIANCE
FEDERAL FUNDING UNIQUE IDENTITY ID

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

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

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

EXHIBIT #3
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

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

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

Section 34.600, RSMo, defines the following terms:

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

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

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

BOX A: To be completed by any Vendor that does not meet the definition of “company” above, hereinafter referred to as “Non-Company.”

BOX B: To be completed by a Vendor that meets the definition of “Company” but has less than ten employees.

BOX C: To be completed by a Vendor that meets the definition of “Company” and has ten or more employees.

EXHIBIT #3, continued

BOX A – NON-COMPANY ENTITY

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

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Entity Name

Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

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

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Entity Name

Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

I certify that _____ (Entity 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

Entity Name

Date

BOX D – PUBLIC ENTITY

I certify that _____ (Entity Name) is a public entity as defined in section 34.600, RSMo, and is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Entity Name

Date

EXHIBIT #4
BUSINESS COMPLIANCE
STATE OF MISSOURI TAX COMPLIANCE

STATE OF MISSOURI TAX COMPLIANCE

In accordance with section 34.040.7, RSMo, the Department is precluded from contracting with a Vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo.

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

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

How To Obtain A Vendor No Tax Due Certificate

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

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

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

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

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

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

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

Yes ☐ No ☐

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

Date: ____/____/____
(MM/DD/YYYY)

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

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

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

- 1) Provide their Certificate of Good Standing or Certificate of Fact; or
- 2) Identify how the Vendor's business is exempt from registering with the Missouri Secretary of State.

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

Missouri Secretary of State Registration Verification

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

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

Business Name:	
Charter Name:	
Proof of Proper Registration Included	Yes ☐ No ☐
If Proof of Proper Registration Not Included, Indicate the Date Vendor Requested Document from Missouri Secretary of State of Missouri	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 and any Proceeding	
(2) Holding Meeting 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 of Person Property	
(6) Securing or Collection Debts or Enforcing Mortgages and Security Interests in Property Securing the Debts	
(7) Conducting an Isolated Transaction that is Completed Within Thirty Day and that is Not One in the Course of Repeated Transactions of a Like Nature	
(8) Transacting Business in Interstate Commerce	
Other – Provide Description of Exemption (List of Exemptions Above is Not Exhaustive)	

**EXHIBIT #6,
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, SDVE, and/or HDVE Participation (as detailed in Section 6, 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 exhibits 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, SDVE, and/or HDVE proposed, the vendor must:

- 1) Identify the name of each qualified Organization for the Blind/Sheltered Workshop, SDVE, and/or HDVE;
- 2) Describe the proposed products/services and/or identify IFB Paragraph number of IFB 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, 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.

**EXHIBIT #6, continued
PARTICIPATION COMMITMENT**

Organization for the Blind/Sheltered Workshop Commitment Table			
Name of Each Qualified Organization for the Blind/Sheltered Workshop Proposed	Description of Proposed Products/Services and IFB 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 Terms of the Contract Proposed Product/Services Would Be Performed/Provided	Committed Percentage of Participation (%* of the Actual Total Contract Value)
			_____ %
			_____ %
			_____ %
Total Committed Percentages (must minimally be 2%)			_____ %

*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.

HDVE/SDVE Participation Commitment Table			
Name of Each Qualified HDVE Proposed <i>(pursuant to 34.074/34.069 Receive points for Proposing the same Veteran business that Is both SDVE and HDVE)</i>	Description of Proposed Products/Services and IFB 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 Terms of the Contract Proposed Product/Services Would Be Performed/Provided	Committed Percentage of Participation (%* of the Actual Total Contract Value)
			_____ %
			_____ %
			_____ %
Total Committed Percentages (must minimally be 3%)			_____ %

REMINDER: The vendor must also provide a properly completed **Exhibit #7, Documentation of Intent to Participate** form for each qualified Blind or Sheltered Workshop and each qualified SDVE/HDBE.

EXHIBIT #7, DOCUMENT OF INTENT TO PARTICIPATE

Instructions: If the vendor is proposing to include the participation of an 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 IFB, the vendor must either provide this exhibit or a 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 Participation 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 classifications:

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

Name of Organization:			
<i>(Name of Organization for the Blind, Sheltered Workshop, SDVE, or HDVE)</i>			
Contact Name:		E-Mail:	
Address:		Phone#:	
<i>(if SDVE/HDVE Provide MO Address)</i>			
City:		Fax#:	
State/Zip:		Certification #:	
SDVE/HDVE Website Address:		Certification Expiration Date:	<i>(or attach copy of certification)</i>
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

Date

EXHIBIT #8
BUSINESS COMPLIANCE , EMPLOYEE/CONFLICT OF INTEREST

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

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

EXHIBIT #9
Federal Funding Accountability and Transparency Act (FFATA) Data Form

**See instructions for additional information*

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

Executive Compensation Information*

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

List the Organization's top five most highly compensated executives for the preceding Contractor fiscal year.

Name	Amount
1)	
2)	
3)	
4)	
5)	

Certification

I attest the facts stated above are true and correct.

I understand the information provided will be reported by the Department of Social Services to the FFATA Sub-award 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: [U.S.P.S. Zip Code Look-Up](#)

DUNS Number

Dun & Bradstreet (D&B) provides a D-U-N-S Number, a unique nine-digit identification number, for each physical location of your business.

DUNS Number assignment is FREE for all businesses required to register with the US Federal government for contracts or grants. See [Dun & Bradstreet DUNS Number Registration](#)

Parent Organization's DUNS Number

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

Principal Place of Performance

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

Executive Compensation Information

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

- 1) In your preceding completed fiscal year, did your business or organization receive either of the following:
 - 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: [SEC Federal Securities Laws](#).*

☐ 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: [Federal Spending Transparency and Subaward and Compensation Data Reporting](#)