



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL (RFP)**

RFP NO.: B3Z12116
TITLE: Intensive In-Home Services
ISSUE DATE: 01/13/12

REQ NO.: NR 886 46741300000
BUYER: Julie Kleffner
PHONE NO.: (573) 751-7656
E-MAIL: Julie.kleffner@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: February 14, 2012 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

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|---------------------------------|----|------------------------------|
| (U.S. Mail) | or | (Courier Service) |
| RETURN PROPOSAL TO: DPMM | | DPMM |
| PO BOX 809 | | 301 WEST HIGH STREET, RM 630 |
| JEFFERSON CITY MO 65102-0809 | | JEFFERSON CITY MO 65101-1517 |

CONTRACT PERIOD: Date of Award through June 30, 2013

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

*Department of Social Services
Children's Division
Post Office Box 88
Jefferson City MO 65102*

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 12/01/11). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

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|------------------------------|--|
| DOING BUSINESS AS (DBA) NAME | LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. |
| MAILING ADDRESS | IRS FORM 1099 MAILING ADDRESS |
| CITY, STATE, ZIP CODE | CITY, STATE, ZIP CODE |

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| CONTACT PERSON | | EMAIL ADDRESS |
| PHONE NUMBER | | FAX NUMBER |
| TAXPAYER ID NUMBER (TIN) | TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN | VENDOR NUMBER (IF KNOWN) |
| VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ IRS Tax-Exempt | | |
| AUTHORIZED SIGNATURE | | DATE |
| PRINTED NAME | | TITLE |

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This document constitutes a request for competitive, sealed proposals for the provision of Intensive In-Home Services as set forth herein.
- 1.1.2 Organization - This document, referred to as a Request for Proposal (RFP), is divided into the following parts:
- 1) Introduction and General Information
 - 2) Contractual Requirements
 - 3) Proposal Submission Information
 - 4) Pricing Page(s)
 - 5) Exhibits A - K
 - 6) Terms and Conditions
 - 7) Attachments 1 - 7

The offeror is advised that attachments exist to this document which provide additional information and instruction. These attachments are separate links that must be downloaded from the Division of Purchasing and Materials Management's Internet web site at: <https://www.moolb.mo.gov>. It shall be the sole responsibility of the offeror to obtain each of the attachments. The offeror shall not be relieved of any responsibility for performance under the contract due to the failure of the offeror to obtain a copy of the attachments.

1.2 Background Information:

- 1.2.1 Intensive In-home Services (IIS) are intensive, short-term, home based, crisis intervention services offering families in crisis the alternative to remain safely together, averting the out-of-home placement of children whenever possible. The Intensive In-Home Services program combines skill-based intervention with maximum flexibility so that services are available to families according to their unique needs. Among other services, family members may receive individual and family counseling, parenting education, child development training, household maintenance education, nutritional training, job readiness training, and referral to other community resources. Services provided are focused upon assisting in crisis management and restoring the family to an acceptable level of functioning.
- 1.2.2 Intensive In-home Services is based upon the belief that families can, through intervention, learn to nurture their children, improve their functioning, and gain support within their community to enable the family to remain safely together. The goal of Intensive In-home Services is to protect children through the enhancement of family capabilities. The Intensive In-home Services program is available throughout the state.
- 1.2.3 Missouri IIS Contract Sites (Attachment 1) provides a listing of the Department of Social Services, Children's Division seventeen (17) project sites. Intensive in-home services are provided by contracted service providers.
- 1.2.4 Philosophical Base of Family-centered Social Work Practice (Attachment 2) provides the Department of Social Services' philosophy of family centered practice for the purpose of ensuring children remain safely in the home and providing ongoing comprehensive case management following the completed provision of Intensive In-home Services.
- 1.2.5 The Intensive In-Home Services Annual Report is available on-line at <http://dss.mo.gov/re/iisar.htm>.
- 1.2.6 Previous contracts exist for the services being obtained via this RFP. A copy of the contracts can be viewed and printed from the Division of Purchasing and Materials Management's Awarded Bid &

Contract Document Search System located on the Internet at: <http://www.oa.mo.gov/purch>. In addition, all proposal and evaluation documentation leading to the award of the contracts may also be viewed and printed from the Division of Purchasing and Materials Management's Awarded Bid & Contract Document Search System. Please reference the Bid number B3Z08057 or any of the contract numbers, C308057001 through C308057014, when searching for these documents.

- 1.2.7 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 Request for Proposal.

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

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- 2.1.1 The contractor shall provide Intensive In-home Services or the Department of Social Services, Children's Division (hereinafter referred to as the state agency), in accordance with the provisions and requirements stated herein.
- a. Intensive In-home Services (IIS) shall be defined as intensive, short-term, home-based, crisis intervention services that offer families in crisis the alternative to remain safely together, averting the out-of-home placement of children.
- 2.1.2 The contractor shall provide the Intensive In-home Services at the project site(s) stated in the Notice of Award issued by the Division of Purchasing and Materials Management (hereinafter referred to as Notice of Award). The project site(s) shall be as defined in Attachment 1.
- 2.1.3 The contractor shall perform the required services on an as needed, if needed basis to the sole satisfaction of the state agency. The contractor shall understand and agree that there is no specific guarantee about the quantity, if any, of intensive in-home services required under the contract.
- 2.1.4 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

2.2 Implementation Period Requirements:

- 2.2.1 By no later than ten (10) calendar days after the issuance of the Notice of Award, the contractor must provide the state agency with a Code of Conduct and a dress code policy specific to Intensive In-home Services personnel for review and approval prior to the provision of services. The contractor shall operate in accordance with the approved Code of Conduct and dress code policy.
- 2.2.2 By no later than thirty (30) calendar days after the issuance of the Notice of Award, the contractor shall meet with the state agency designee. During the meeting, the state agency designee will identify the contractor's local state agency contact person, hereinafter referred to as "local state agency liaison", and that individual's contact information. During the meeting, the contractor shall provide the state agency designee with the name, address, and phone number of the contractor's representative servicing the contract.
- a. For purposes of this RFP, the term "local state agency" shall refer to a Department of Social Services county office(s).
- 2.2.3 By no later than thirty (30) calendar days after the issuance of the Notice of Award, the contractor's in-home specialist(s) and in-home specialist supervisors shall attend an initial planning and consultation meeting with state agency staff. Topics that shall be addressed shall include, but are not necessarily limited to:
- a. Basic case protocol,
- b. Referral procedures used by the state agency,
- c. On-call and back-up procedures that shall be implemented by the contractor,
- d. Local working agreements between the state agency, contractor, other agencies, and the community,
- e. Local team building procedures to facilitate multi-disciplinary cooperation,

- f. Clarification of roles,
- g. Scheduling of weekly meetings,
- h. Required reports from the contractor,
- i. Reimbursement procedures related to the Intensive In-home Services and Family Reunification Intervention Funds Request Form (Attachment 3),
- j. Risk assessment,
- k. Structuring for safety,
- l. Confidentiality, and
- m. Any other provisions of the contract which require a coordinated response by the state agency and the contractor.

2.2.4 Within sixty (60) calendar days of the issuance of the Notice of Award, the contractor, in coordination with the state agency and other designees, shall develop a site plan addressing the topics of the initial planning and consultation meeting. The state agency will produce the final document; however, the contractor must participate in the development and planning.

2.3 Intensive In-Home Service Goals and Outcomes:

2.3.1 The contractor must have an overriding goal of protection of children through the enhancement of family capabilities. Safety of all family members is the concern of Intensive In-home Services; however, safety of the child is the primary consideration. The state agency does not advocate leaving a child in a high-risk situation. Therefore, the contractor's goal shall be to modify the home environment or behavior of family members so that the child can remain in the household safely. The contractor's services must focus on assisting in crisis management and restoring the family to an acceptable level of functioning.

2.3.2 The contractor shall provide services designed to reach the following outcomes:

- a. Child Safety - The contractor shall keep children safe from abuse and neglect. The goal for child safety is to protect children from harm, prevent further abuse/neglect, and reduce the risks to the child's safety or well-being. The success of Intensive In-home Services efforts is gauged by the ability of the family, state agency, contractor, and community to protect the child from harm. The contractor must meet the following indicators:
 - 1) Ninety percent (90%) of families shall not have confirmed child abuse/neglect during Intensive In-home Services intervention.
 - 2) Eighty-five percent (85%) of families who have received Intensive In-home Services intervention shall not have confirmed child abuse/neglect within the first three (3) months following the completion of Intensive In-home Services intervention.
 - 3) Eighty percent (80%) of families who have received Intensive In-home Services intervention shall not have confirmed child abuse/neglect within the first twelve (12) months following the completion of Intensive In-home Services intervention.
- b. Family Permanency - The contractor shall improve family permanency. The best place for a child to grow up is in a family. Intensive In-home Services are intended to achieve safety for children by strengthening family and child functioning. When decisions need to be made to remove a child from the home, the contractor shall facilitate this decision-making process in a timely and respectful

manner that supports the best interest of the child. The contractor must meet the following indicators:

- 1) Ninety percent (90%) of families shall not have a child placed out of the family's home during Intensive In-home Services.
 - 2) Eighty-five percent (85%) of families that have received Intensive In-home Services shall not have a child placed out of the family's home within three (3) months following the completion of Intensive In-home Services.
 - 3) Eighty percent (80%) of families that have received Intensive In-home Services shall not have a child placed out of the family's home within twelve (12) months following the completion of Intensive In-home Services.
- c. Family Satisfaction - Families shall be satisfied with the Intensive In-home Services provided. The contractor shall provide Intensive In-home Services according to the needs and satisfaction of the family. The contractor must meet the following indicator:
- 1) Families [parents (or non-marital adults) and youth ages 12-21 years living in the home] shall report ninety percent (90%) satisfaction.

2.3.3 In order to strive to successfully achieve the above-mentioned outcomes, the contractor shall comply with the following objectives:

- a. Intercept families at the time of crisis to thwart additional deterioration in family circumstances,
- b. Maintain children safely within the child's family and community,
- c. Keep the child, family, and community safe,
- d. Assess the family's level of functioning, noting behavioral assets and strengths,
- e. Teach problem-solving skills to family members,
- f. Avoid unnecessary placement of children in substitute care and subsequent high human and fiscal cost,
- g. Defuse the potential for family violence,
- h. Empower families to handle future crises without reliance on violence or impaired behavior and decrease the reliance on public agencies,
- i. Enable families to be equal participants in the service planning process. Active demonstration of respect and sensitivity for individual and family diversity shall be necessary for successful Intensive In-home Services delivery, and
- j. Connect families to formal and informal community supports.

2.3.4 The state agency will measure the outcomes throughout the contract period; however, the contractor may also measure outcomes on an individual basis.

2.3.5 The contractor must adhere to any performance improvement plan required by the state agency.

2.4 Referral Requirements:

- 2.4.1 Prior to the state agency referring families to the contractor, the state agency will:
- a. Evaluate the family situation to determine if Intensive In-home Services appear appropriate for the family and that a referral to the contractor for Intensive In-home Services appears to be warranted.
 - b. Inform the parents that their child(ren) is(are) in imminent risk of removal from the home and the reasons why imminent risk exists.
 - c. Discuss the Intensive In-home Services program with the family to confirm the family's willingness to participate in the program, if deemed appropriate, through the initial screening to be accomplished by the contractor.
 - d. Discuss the family's availability for an initial screening, to be held within twenty-four (24) hours of the referral.
- 2.4.2 In the event multiple contracts exist for a project site, the state agency will make referrals to the contractor on a rotational basis, unless another referral methodology is otherwise specified by the state agency. Although the methodology will be discussed with the contractor, the decision by the state agency shall be final and without recourse.
- 2.4.3 The contractor, or the contractor's in-home specialist(s), must have the capacity to receive state agency referrals twenty-four (24) hours per day, seven (7) days per week, including weekends and holidays.
- 2.4.4 At the time the state agency refers the family for initial screening, the state agency will provide a referral summary to the contractor which includes the following information about the family being referred:
- a. Complete legal names of the family members, home address and/or directions, and home and work phone numbers;
 - b. A brief family history;
 - c. A summary of the imminence of placement and what minimal conditions must be met to ensure child safety and avert out-of-home placement; and
 - d. A summary of issues to be addressed and services to be provided.

2.5 Initial Screening Requirements:

- 2.5.1 The contractor shall only provide Intensive In-home Services for families referred to the contractor by the state agency. The contractor shall agree that the state agency shall solely determine the criteria for referral for services, including but not limited to families meeting the following criteria:
- a. Such families having children at imminent risk of removal from the home due to neglect, abuse, family violence, mental illness, emotional disturbance, juvenile delinquency, or other such circumstances and that meet the criteria set forth below shall be deemed appropriate for Intensive In-home Services.
 - b. The family is facing the removal of a child(ren) for placement in out-of-home care within seventy-two (72) hours unless the family crisis can be resolved or the family has experienced the out-of-home placement of a child(ren) and the child(ren) have not been placed out of the home in excess of seventy-two (72) hours.

- c. The family must be willing to accept Intensive In-home Services and the state agency must be reasonably assured of the safety of the child(ren), family, community, and the contractor's in-home specialist(s).

2.5.2 The contractor shall not maintain a waiting list for provision of Intensive In-home Services. The contractor must accept families referred for Intensive In-home Services for initial screening on a first-come, first-served basis.

2.5.3 The contractor's in-home specialist must make face-to-face contact with the family and complete an initial screening, defined as the contractor's evaluation of the family and determination if the family is appropriate for Intensive In-Home Services, as soon as possible, but no later than twenty-four (24) hours after the referral. The state agency will accompany, when possible, the contractor's in-home specialist on initial screenings.

- a. If the family was not determined appropriate for Intensive In-Home services during the initial screening, the contractor must provide the state agency with a written summary within five (5) calendar days following the initial screening stating why Intensive In-home Services were not suitable for a family.

- b. If the contractor's in-home specialist (1) is unable to complete the initial screening with the family, (2) determines that the family's situation has significantly changed, or (3) determines that the family does not meet the criteria for Intensive In-home Services, the contractor shall notify the state agency within twenty-four (24) hours.

- 1) Within twenty-four (24) hours after notification by the contractor, the state agency shall review the information and, if the state agency concurs, shall make alternate plans for the family or notify the state agency that alternate plans are necessary.

- 2) In the event the state agency does not concur, other personnel of the state agency shall review the information and shall make the final decision on inclusion of any family to receive Intensive In-home Services.

- c. The contractor shall not include or continue providing the Intensive In-home Services program to the family unless the safety of the child, family, community, and in-home specialist can be reasonably assured. If an unsafe condition exists, the contractor must immediately notify the state agency and shall document such unsafe conditions. Upon notification to the state agency that an unsafe condition exists, the contractor's documentation describing the unsafe condition shall be forwarded to the state agency within twenty-four (24) hours.

- d. The contractor's in-home specialist(s) shall elicit family participation while conducting the initial screening.

- e. The contractor's in-home supervisor should attend the initial family screening with the contractor's in-home specialist(s). If it is not possible for the contractor's in-home supervisor to attend the initial family screening, the supervisor must accompany the in-home specialist(s) to the family's home within the first fourteen (14) calendar days of the Intensive In-home Services intervention.

2.6 Initial Family Assessment/Service Plan Requirements:

2.6.1 Upon determination by the contractor through the initial screening process that Intensive In-home Services are appropriate for the family, the contractor's in-home specialist shall complete an initial family assessment, defined as the contractor's determination regarding the family's strengths, needs, immediate objective, and potential level of success, utilizing the North Carolina Family Assessment Scale (NCFAS), (Attachment 6) as well as any other pertinent child/family information. At a minimum, the initial family assessment must address:

- a. Evaluate the safety of the child(ren) and all family members;
- b. Identify areas in need of improvement by considering information obtained from the family, referring agent, and observations by the in-home specialist;
- c. Identify frequency, intensity, and/or duration of behaviors;
- d. Examine the environmental conditions and their influence upon the family including the basic needs for food, shelter, and clothing;
- e. Consider all family members' interactions regarding areas of need and solutions;
- f. Determine the contingencies impacting family needs; and
- g. Identify behavioral assets and strengths.

2.6.2 Within five (5) calendar days of completion of the initial family assessment, the contractor shall develop a behaviorally oriented, goal directed service plan that addresses the results of the initial family assessment. At a minimum, the service plan must address:

- a. Services to protect child(ren) from harm;
- b. Services to prevent further child neglect/abuse;
- c. Services to reduce the risks to the children's safety or well-being;
- d. Prioritize and select areas of focus;
- e. The idea that children have essential needs for care that go beyond child safety;
- f. Services that shall support and enhance parents' and families' capacity to safely care for and nurture their children;
- g. The value and importance of maintaining children's connections with their families when it is believed that the family unit is the best place for children to grow and develop; and
- h. Sets achievable and measurable, goals with the family and present such goals to the family in the form of a service contract.

2.7 Intensive In-Home Service Requirements:

2.7.1 After the initial family assessment and development of the service plan, the contractor's in-home specialist shall deliver any of the following services as needed by the family:

- a. Resolving child abuse/neglect;
- b. Structuring for child and family safety;
- c. Parenting education;
- d. Child development training;
- e. Family, individual, and couples counseling;

- f. Sexual abuse, domestic violence, and substance abuse prevention education;
- g. Communication and negotiation skills;
- h. Home maintenance/housekeeping skills;
- i. Developing linkages with community resources;
- j. Job readiness skills; and
- k. Other services that meet the specific needs of the family.

2.7.2 The contractor's in-home specialist(s) shall be available to the family twenty-four (24) hours per day, seven (7) days per week.

- a. The contractor, or the contractor's in-home specialist(s), shall have a communication system which assures such availability.
- b. The contractor shall provide back-up to the contractor's in-home specialist to ensure the family has access to a helping resource in the event the in-home specialist cannot be reached. State agency staff may serve as back-up for the contractor's in-home specialist as determined on a case-by-case basis jointly by the contractor and the state agency.

2.7.3 The contractor's in-home specialist(s) shall provide services in the home, school, or other natural environment selected by and most convenient to the family.

2.7.4 The contractor's in-home specialist(s) shall elicit family participation while (1) conducting services within the home and (2) obtaining and coordinating necessary outside services and resources.

2.7.5 The contractor's in-home specialist(s) shall provide services which represent a psycho-educational crisis intervention model and emphasize teaching skill building during periods when the family is in crisis and most amenable to change.

2.7.6 The contractor's in-home specialist(s) shall provide services which promote the cognitive restructuring of the family members and a more effective interaction with their environment. When appropriate, the contractor's in-home specialist's skill-based interventions should:

- a. Enhance the child care and protective capacities of the family members,
- b. Enhance the personal skills of the family members by teaching anger/depression/anxiety management, self-criticism reduction, and how to handle frustration,
- c. Enhance the interpersonal skills of the family members by teaching conversational skills, assertive skills, listening skills, problem solving and negotiation, giving and accepting feedback, appropriate sexual behavior and boundaries, accepting "no" from others, accepting criticism, and displaying sensitivity to others, and
- d. Enhance other life skills of the family members by providing access to job seeking skills training, personal grooming and self-care, time and money management, food management and nutrition, leisure-time activity skills, transportation methods, academic skills, and basic household maintenance.

2.7.7 If necessary, the contractor's in-home specialist(s) must transport families, assist in completing household chores for the purpose of instruction/modeling, and obtain additional community services for families.

- 2.7.8 The contractor shall consider and explore the use of Family Support Team Meetings (FSTs) by the contractor's in-home specialist(s) with the family throughout the Intensive In-home Services intervention as a potentially valuable practice for each family served.
- a. The contractor shall provide FSTs in accordance with the *Family Support Team Meeting Description and Protocol During Intensive In-home Services* (Attachment 4). Attachment 4 provides detailed descriptions and instructions on the use of Family Support Team Meetings with Intensive In-home Services families.
- 2.7.9 In the event Family Support Team Meetings are not occurring for families, the contractor, the contractor's in-home specialist(s) or the contractor's in-home supervisor shall attend regular meetings with the state agency to discuss the progress of the families the contractor is serving and families screened within the previous time period. The state agency will invite all parties significant to the family's progress (e.g. family support services, juvenile officer, case manager, and other sources of support) to attend such meetings.
- 2.7.10 If needed in order to assure the best permanency plan for a child(ren), the contractor or the contractor's in-home specialist shall assist by:
- a. Testifying in court;
 - b. Preparing written documents for the court regarding the family; and
 - c. Advocating with attorneys, Guardian Ad Litem, and juvenile officers.
- 2.7.11 Unless otherwise authorized by the state agency in writing, the contractor shall provide Intensive In-home Services to each family for a period of no more than six (6) weeks. The contractor shall understand and agree that authorization by the state agency for intervention in excess of six (6) weeks shall be determined according to family need.
- 2.8 Discontinuation of Services:**
- 2.8.1 If at any time during the provision of Intensive In-home Services, the contractor determines the family situation has changed and that the family no longer meets the criteria for Intensive In-home Services, the contractor shall notify the referring state agency staff within twenty-four (24) hours. The state agency will review the information to determine if it is in the best interest of the child/family to discontinue Intensive In-home Services and then the contractor and the state agency shall make alternate plans with the family. In some instances, this decision may require the out-of-home placement of a child.
- a. The contractor shall determine out-of-home placement of a child during Intensive In-home Services in accordance with *Protocols and Guidelines for Determining When Out-Of-Home Placement is Appropriate During an IIS Intervention* (Attachment 5).
 - b. The contractor shall report a "disruption" any time it is no longer reasonably safe for the child(ren) to remain in the home and/or the child(ren) require out-of-home placement.
 - c. The contractor shall report the discontinuing of Intensive In-home Services for any reason other than "disruption" as an "early termination".
- 2.8.2 The contractor must notify the state agency within twenty-four (24) hours if the contractor determines Intensive In-home Services should be discontinued for any reason. The state agency reserves the right to make the final decision whether Intensive In-home Services should be discontinued for a family. The state agency shall review the information and if the state agency concurs, the state agency shall make alternative service plans for the family.

- a. If the state agency concurs that the contractor's services are not appropriate, the contractor must submit a discontinued service summary, within five (5) calendar days of the decision to discontinue Intensive In-home Services, including a statement regarding efforts made on the plan of action for the family and the response to those efforts.

2.8.3 In the event a family currently receiving Intensive In-home Services moves the family household during the course of services to a project site outside of the project site(s) awarded, the state agency and the contractor shall work with the contractor awarded the new project site to mutually determine if the family shall remain with the contractor or shall be transferred to the new project site contractor.

- a. In the event that a family is referred or transferred to another contractor, the contractor shall furnish all records, service plans, and recommendations which are necessary to ensure continuity and consistency of service for the family.

2.8.4 Upon expiration, termination, or cancellation of the contract for any reason, the contractor shall continue providing services to existing families if requested by the state agency in accordance with the terms, conditions, and prices set forth herein for a period not-to-exceed six (6) weeks subject to the conditions stated below:

- a. The decision to allow a family to receive continuing services shall be made by the state agency, at its sole discretion, based on the family situation.
- b. The contractor must obtain the written approval of the state agency prior to providing continuing services to any family after the expiration, termination, or cancellation of the contract. The written approval must identify the specific family and contain a date for the termination of service for the family.
- c. The contractor shall not accept any new families on behalf of the state agency nor be paid for service to any new families by the state agency if service is implemented after the expiration, termination, or cancellation date of the contract.

2.8.5 The state agency will finalize plans for post-intervention services upon termination of Intensive In-home Services.

2.9 Personnel Requirements:

2.9.1 The contractor must obtain state agency approval for all new hires prior to such individuals providing service.

2.9.2 In-Home Specialists -

- a. The contractor shall provide in-home specialist(s) that are dedicated specifically to the contract. The contractor's in-home specialists shall not perform activities outside of the employment with the contractor in addition to their Intensive In-home Services duties if such activities would interfere in the contractor's in-home specialist's availability or delivery of Intensive In-home Services to families.
- b. Except for project site 732, the contractor shall provide the number of in-home specialists identified on the Pricing Page. For project site 732, the contract must provide the minimum number of in-home specialists identified in the awarded proposal.
 - 1) The state agency reserves the right to increase or decrease the number of in-home specialists provided by the contractor via a contract amendment issued by the Division of Purchasing and Materials Management.

- 2) The contractor's in-home specialist shall have the capacity to provide Intensive In-home Services for a minimum of fifteen (15) families annually but shall not provide services for more than two (2) families at any given time.
- c. Minimum Qualifications - The contractor's in-home specialist(s) must possess the following minimum qualifications:
- 1) Experience –
 - An Advanced Degree in Social Work or a comparable human service field from an accredited institution and at least two (2) years experience in family and children's services; and/or a Bachelor's Degree in Social Work or other human service field from an accredited institution and at least three (3) years post-degree experience in family and children's services;
 - (i) "Comparable human services field" is defined as psychology, psychiatric nursing, psychiatry, mental health counseling, rehabilitation counseling, pastoral counseling, marriage and family therapy, or human services.
 - Experience providing in-home services to children and their families;
 - 2) Demonstrated knowledge and skills of interpersonal engagement, crisis intervention, communication, educational skill building, and child protection; and
 - 3) Demonstrated willingness to work a non-structured, flexible schedule, routinely including evenings and weekends.
- d. Exception to Minimum Qualifications - In lieu of the experience required in the minimum qualifications above, the contractor's in-home specialist(s) must possess a minimum of one of the following:
- 1) A license issued by the State of Missouri to perform as a psychologist, social worker, professional counselor, or psychiatrist; or, until such license is issued, the contractor must submit documentation from the appropriate licensing authority that the in-home specialist (i) has been pre-approved for a period of post-degree supervised experience as a prerequisite for obtaining a license; or (ii) possesses a temporary permit to practice; or (iii) has a pending application for such license; or (iv) qualifies as a student intern or trainee performing within the scope and definition found at <http://www.moga.mo.gov/STATUTES/C337.HTM>; or (v) Qualifies as a psychological intern, trainee, resident, or assistant performing within the scope and definition found at <http://www.moga.mo.gov/STATUTES/C337.HTM>.
 - In the event documentation is submitted pending the issuance of a license in accordance with the aforementioned criteria, the contractor shall provide the state agency with documentation of approval or denial of such license when the appropriate licensing authority renders a decision. The contractor's in-home specialist denied a license shall immediately cease providing Intensive In-home Services upon notification of such denial.
 - 2) Documentation that the in-home specialist is a marital specialist or family specialist performing within the scope and definition found at <http://www.moga.mo.gov/STATUTES/C337.HTM>.
 - 3) Documentation that the in-home specialist is an activity specialist performing within the scope and definition found at <http://www.moga.mo.gov/STATUTES/C337.HTM>.

2.9.3 In-Home Supervisors -

- a. The contractor shall provide in-home supervisor(s) that are dedicated specifically to the contract. The contractor's in-home supervisor(s) shall not perform activities outside of the employment with the contractor in addition to their Intensive In-home Services duties if such activities would interfere in the contractor's in-home supervisor(s) availability or delivery of Intensive In-home Services to families.
- b. The contractor shall maintain supervisor(s) for in-home specialists with a maximum ratio of one (1) full-time supervisor for eight (8) in-home specialists. While the preference of the state agency is full-time staff, two part-time in-home specialists may fill a full-time in-home specialist position with written approval from the state agency.
- c. Minimum Qualifications - The contractor's in-home supervisor(s) must, at a minimum, possess all the qualifications stated above for an in-home specialist; and either
 - 1) An Advanced Degree in Social Work or in a comparable human service field from and accredited institution and two (2) years post-master's degree experience in the delivery of family and children's service or
 - 2) A minimum of one (1) year experience as an in-home specialist.
- d. Exceptions to Minimum Qualifications - In lieu of the experience required in the minimum qualifications above, the contractor's in-home supervisor(s) must possess a minimum of one of the following:
 - 1) A license issued by the State of Missouri to perform as a psychologist, social worker, professional counselor, or psychiatrist; or, until such license is issued, the contractor must submit documentation from the appropriate licensing authority that the individual (i) Has been pre-approved for a period of post-degree supervised experience as a prerequisite for obtaining a license; or (ii) possesses a temporary permit to practice; or (iii) has a pending application for such license; or (iv) qualifies as a student intern or trainee performing within the scope and definition found at <http://www.moga.mo.gov/STATUTES/C337.HTM>; or (v) Qualifies as a psychological intern, trainee, resident, or assistant performing within the scope and definition found at <http://www.moga.mo.gov/STATUTES/C337.HTM>.
 - In the event documentation is submitted pending the issuance of a license in accordance with the aforementioned criteria, the contractor shall provide the state agency with documentation of approval or denial of such license when the appropriate licensing authority renders a decision. The contractor's in-home supervisor denied a license shall immediately cease providing Intensive In-home Services upon notification of such denial.
 - 2) Documentation that the in-home supervisor is a marital specialist or family specialist performing within the scope and definition found at <http://www.moga.mo.gov/STATUTES/C337.HTM>.
 - 3) Documentation that the in-home supervisor is an activity specialist performing within the scope and definition found at <http://www.moga.mo.gov/STATUTES/C337.HTM>.

2.9.4 The contractor's in-home specialist(s) and/or the in-home supervisor who do not possess the qualifications required for a license as a clinical social worker but are engaged in the practice of social work in the performance of duties required by the contract may perform those duties without a license provided the following conditions apply:

- a. The in-home specialist(s) and/or designated in-home supervisor do not identify or advertise themselves as a clinical social worker; and

- b. The in-home specialist(s) and/or designated in-home supervisor are not engaged in the private practice of clinical social work as an independent contractor in the performance of the contract.

2.9.5 The state agency reserves the right to approve all the contractor's in-home specialists and supervisors providing Intensive In-home Services.

- a. The contractor must coordinate with the state agency during the hiring process of in-home specialist(s) and/or supervisor(s) in an effort to expedite state agency approval.
- b. The state agency may provide provisional approval pending state agency final authorization. Final approval occurs through the project site's local state agency team, state agency regional office, and state agency contract management unit.
- c. In the event the contractor is unable to locate in-home specialist(s) and/or supervisor(s) meeting the minimum qualifications, the contractor must submit documentation of such to the state agency. If approved by the state agency, in writing, the minimum qualifications for the in-home specialist(s) and/or supervisor(s) may be waived. However, please be advised that this is not a guarantee that a waiver will be granted. The contractor should make every effort to provide in-home specialist(s) and supervisor(s) meeting the required qualifications.
- d. The state agency shall notify the contractor in writing of acceptance or rejection of all proposed in-home specialists and supervisors. The state agency may withdraw approval of any in-home specialist or supervisor at any time. In the event the state agency receives a report of child abuse/neglect against previously approved personnel, the contractor agrees and understands that the state agency reserves the right to withdraw approval, however the state agency shall not release information surrounding the incident without a worker signed release indicating the authorization for the state agency to release the information to the contractor.

2.9.6 Background Investigations –

- a. Prior to providing services the provider shall conduct a Family Care Safety Registry (FCSR) background investigation on the contractor's personnel and all of the provider's subcontracted professional personnel (if applicable) assigned to the contract, and annually thereafter. The provider shall be responsible for all costs associated with the FCSR background investigation.
- b. The contractor shall submit all required information to the Family Care Safety Registry (FCSR). Information related to the FCSR can be found at <http://www.dhss.mo.gov/FCSR/>.
- c. The contractor, the contractor and the contractor's personnel shall not perform services described herein, when the initial FCSR investigation or any subsequent background investigation reveals the following convictions:
 - 1) A felony conviction for child abuse or neglect or spousal abuse;
 - 2) A felony conviction for a crime against children including child pornography;
 - 3) A crime involving violence, including rape, sexual assault, or homicide;
 - 4) A felony conviction for physical assault, battery, or a drug-related offense within the past five (5) years; and/or
 - 5) Medicaid fraud.
- d. If a provider allows any personnel to perform duties described herein when the initial FCSR investigation or any subsequent FCSR background investigation reveals any of the aforementioned convictions, it shall be considered a material breach of the contractual agreement, and the state agency reserves the right to remedy the breach through corrective action and/or through exercising the right to terminate the contract per the termination clause, as required in the termination section of the contract contained herein.

- e. When the FCSR background investigation results in any other finding(s) of child abuse/neglect or criminal activity of the provider's personnel, the provider must review the information to determine the relevance of such finding to the services described herein.
- f. If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required contractor personnel to sign such documents shall be considered a breach of contract and subject to cancellation. The contractor shall consider the results of any FCSR investigation or the background investigation check as confidential. However, upon request by the state agency, the contractor shall provide documentation to the state agency to verify the FCSR investigation and the background investigation were completed on each of the contractor's personnel who perform direct services under the contract.
- g. The contractor's personnel applications must request each person to document if they were previously employed by the State of Missouri and if so, to document whether or not they left the State in good standing upon terminating the position(s).
 - 1) In the event the contractor intends to provide a person who is currently or was a past child welfare employee of the state agency, the contractor must submit a written request to the state agency's designee requesting a review of such person's personnel records to ensure that there have not been past concerns regarding the person's ability to interact with state agency clients. The state agency designee will review the request and shall have the final authority to determine if the person may be utilized to provide services pursuant to the contract. The decision of the state agency designee shall be final and without recourse.
 - 2) The contractor's personnel application must include an authorization for the state agency to release information regarding prior work history. In addition, the authorization must hold the state agency harmless for any damage whatsoever for issuing such information.
 - 3) The contractor's current personnel providing service must sign a written statement that authorizes the state agency to release information regarding prior work history as well as authorization to hold the state agency harmless for any damage whatsoever for issuing such information.
- h. The Application's "Applicant Certification and Authorization" - The contractor must have an applicant certification and authorization form for the applicant to sign to certify, which includes the following language:

"I authorize my employer to investigate, obtain, compile, examine, copy, or receive any records pertaining to my employment history; to obtain a copy of my college transcript(s); and understand completely and without reservation allow my employer to release and/or discuss any information about my employment history or college transcript(s) with the appointed personnel of the Department of Social Services, Children's Division. By authorization of the above, the applicant agrees to hold harmless any individual, partnership, corporation, educational institution, or agency, its officers, agents and employees, as well as the State of Missouri, from any liability for any damage whatsoever for issuing such information.

The application contains no misrepresentation or falsifications and that the information given is true and complete to the best of their knowledge and belief, that the applicant is aware that should an investigation at any time disclose any such misrepresentation or falsification as to a material fact, the application will be rejected or if selected, the applicant may be dismissed by the employer."

- 2.9.7 The State of Missouri recognizes that the contractor's personnel may require vacation and sick leave. When the assigned in-home specialist is on leave, the contractor shall ensure that quality services are delivered to the family by providing a qualified substitute in-home specialist who has completed the training requirements identified herein. Services to the family shall not be interrupted due to the absence of the assigned in-home specialist.
- a. The state agency prefers that substitute in-home specialists not accept new families for screening and intervention, unless the substitute in-home specialists are substituting for an in-home specialist on extended leave and plan to complete the entire Intensive In-home Services with the family. The state agency recognizes there may be extenuating circumstances in which it would be necessary for the substitute in-home specialist to begin a screening for Intensive In-home Services and later transfer it to the in-home specialist that was on leave. The state agency shall make decisions regarding extenuating circumstances on a case-by-case basis.
 - b. The contractor shall make substitute in-home specialists available for emergencies as well as in-home specialists' planned leave. Substitute in-home specialists shall include the Intensive In-home Services supervisor or an in-home specialist known to the family. Familiarization of the family with the substitute in-home specialist shall occur through a home visit prior to the assigned in-home specialists' planned leave. If state agency staff know the family and have knowledge of the family's situation and service goals, such state agency staff may assist the substitute in-home specialist.
 - c. The contractor shall develop a plan which meets the approval of the state agency for providing substitute in-home specialists and supervisory coverage of families on a daily basis whenever the assigned in-home specialist, for whatever reason, is not available to serve families.
 - d. The contractor shall understand that the in-home supervisor shall not perform as a case carrying in-home specialist. The in-home supervisor(s) may provide services as a temporary substitute for a maximum of three (3) months. In the event, the contractor requires an in-home supervisor to perform as a temporary substitute beyond three (3) months, the contractor shall submit to the state agency, a written plan to install a non-supervisory substitute which must be approved by the state agency on a case-by-case basis.
- 2.9.8 The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees that no substitution of such specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.
- 2.9.9 Authorized Personnel -
- a. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
 - b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.

- c. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- d. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:
 - 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - 2) Provide to the Division of Purchasing and Materials Management the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
 - 3) Submit to the Division of Purchasing and Materials Management a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- e. In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

2.9.10 The contractor shall maintain a personnel file for each of the contractor's personnel. The personnel file shall be accessible to the state agency or its representatives for the purpose of verifying compliance with the contractual requirements. The file must include complete criminal record checks, background investigations, resumes, degrees or diplomas, dates of employment, training records, performance appraisals, commendations, disciplinary actions, and other related actions.

2.10 Training Requirements:

- 2.10.1 Unless the contractor's personnel have previously provided Intensive In-home Services, the contractor's in-home specialist(s) and in-home supervisor shall attend Intensive In-home Services Part I Staff Training and receive on-the-job training as specified herein, prior to receiving referrals. The state agency, or the state agency's designee, shall provide Part I Staff Training.
- 2.10.2 Unless otherwise approved by the state agency, the contractor's in-home specialist(s) and in-home supervisor must complete the next available Intensive In-home Services Part II Staff Training after completion of the Part I Staff Training. The state agency, or the state agency's designee, shall provide Part II Staff Training.
- 2.10.3 Unless the contractor's in-home supervisors have previously completed the Intensive In-home Services Supervisory Training, the contractor's in-home supervisors shall complete Intensive In-home Services Supervisory Training when the next session becomes available. The state agency, or the state agency's designee, shall provide Supervisory Training.
- 2.10.4 The contractor shall provide on-the-job Intensive In-home Services training to the contractor's in-home specialist(s) in accordance with the On-The-Job Training Manual provided by the state agency upon the effective date of the contract.
 - a. The contractor shall obtain prior approval from the state agency when to begin on-the-job training with an in-home specialist.

- b. The contractor's on-the-job training shall include, but not be limited to:
- 1) The new in-home specialist observing the delivery of Intensive In-home Services by his/her supervisor or an experienced in-home specialist,
 - 2) The supervisor observing a newly employed in-home specialist in day-to-day work with families,
 - 3) The supervisor providing feedback to the in-home specialist on his/her performance, and
 - 4) An on-the-job training checklist of items which shall be reviewed with new in-home specialists by a supervisor who has attended the Intensive In-home Services Part I and Part II Staff Training. The state agency shall provide the checklist to the contractor. The contractor shall maintain, and provide the state agency with, a completed, signed copy of the checklist for all in-home specialists who have completed the on-the-job training at the time of on-the-job training completion.

2.10.5 The contractor shall ensure that in-home specialists and supervisors receive ten (10) hours of Intensive-In-Home Services training annually.

- a. The contractor shall be responsible for all costs associated with such trainings. The contractor may develop training, utilize outside training opportunities, and/or utilize trainings provided by the state agency.
- b. The contractor shall keep and maintain a training log documenting the training for each in-home specialist and supervisor. The contractor shall make the log available to the state agency upon request.
- c. The contractor shall understand that any training required by the state agency shall count toward the annual ten (10) hours of Intensive-In-Home Services training.

2.10.6 The contractor shall ensure that any newly employed in-home specialists and supervisors attend all required training when such training becomes available.

2.11 Intensive In-home Services Supervisor Responsibilities:

2.11.1 The contractor's in-home supervisors shall document all time spent in duties related to Intensive In-home Services. Documentation shall include, but not necessarily be limited to, the following categories: time spent in individual supervision per in-home specialist; time spent in group supervision or staffings; time spent performing Intensive In-home Services administrative duties; and time spent in direct contact with families.

2.11.2 The contractor's in-home supervisor shall provide regular support and consultation to the contractor's in-home specialist(s). The contractor's in-home supervisor shall assure quality service delivery. Suggested activities for supervisors to assure quality may include, but not be limited to:

- a. Accompanying the in-home specialist, on a regular basis, on visits to the family home at different stages of the Intensive In-home Services intervention and providing specific feedback on in-home specialist skills that were demonstrated and suggestions for other skills which might have been appropriate in the circumstances. Feedback shall be provided immediately following the family visit. Feedback may be provided verbally and/or in writing.

- b. Providing assistance in assessing and further developing an ongoing plan for child safety with the in-home specialist. Along with this, identifying risk factors and ensuring that services provided to families are effective and can be associated with the most successful outcomes for the family.
 - c. Reviewing, on a regular basis, service plans for active family participation and behaviorally specific goals which focus on the reasons the child(ren) was in imminent risk of out-of-home placement and providing specific feedback to the in-home specialist regarding the goals and objectives of the service plan.
 - d. Providing regular and planned time for consultation, at least on a weekly basis, with the in-home specialist as well as impromptu consultation on an as needed basis. This time might be used to discuss the family's activities, the in-home specialist's impressions of the family, the course of the Intensive In-home Services intervention and any personal issues the in-home specialist feel impact the delivery of service.
 - e. Reviewing in-home specialists' time sheets to ensure that adequate time (a minimum average of eight (8) to ten (10) hours per week over the course of the Intensive In-home Services intervention) is being spent in face-to-face contact with the family in accordance with the service model and needs of the family.
- 2.11.3 The contractor's in-home supervisor shall attend state and/or regional supervisors' meetings organized by the state agency. Statewide and/or regional supervisors' meetings shall be conducted a maximum of twice per year.

2.12 Intensive In-home Services Intervention Fund:

- 2.12.1 The contractor shall maintain and administer an Intensive In-home Services Intervention Fund consisting of the contractor's own funds for use in dispensing moneys to provide services to meet the basic or emergency needs of families receiving Intensive In-home Services.
- 2.12.2 The contractor's Intensive In-home Services Intervention Fund shall only be used to pay reasonable, immediate expenses for families to assist them in resolving barriers which would otherwise result in the child(ren) being placed in out-of-home care. The types of reasonable and immediate expenses covered may include, but are not limited to, the following: rent, clothing, utilities, auto repair, gasoline, pest control, laundry cost, and food. All expenditures must relate directly to the family's safety/service plan.
- 2.12.3 Prior to the disbursement of funds in excess of \$200.00, the contractor shall submit the Intensive-In Home Services and Family Reunification Intervention Funds Request form (Attachment 3) to the state agency to justify the use of the fund and ensure the expense is directly related to the family's safety/service plan. Upon approval from the state agency, the contractor shall dispense amounts from the Intensive In-home Services Intervention Fund.
- a. The contractor shall not dispense funds directly to the family. All disbursements must be paid directly to the entity providing the services which meet the basic or emergency needs of the family.
 - b. The process for submitting the Intensive-In Home Services and Family Reunification Intervention Funds Request form and disbursement of intervention funds valued at \$200.00 or less must be addressed in the site plan.
- 2.12.4 The contractor must maintain documentation of all fund disbursements including, but not limited to, the name of family, Department Client Number (DCN) when available, amount of expenditure, description of expenditure, vendor receipts or invoices, written verification, and documentation showing prior state agency approval for the disbursements.

2.13 Reporting Requirements:

- 2.13.1 The contractor shall report to the Child Abuse/Neglect Hotline (800-392-3738) any suspected instances of child abuse or neglect pursuant to state laws (Section 210.115 RSMo). Failure of the contractor to comply with this paragraph shall be cause for suspension or immediate cancellation of the contract.
- 2.13.2 The contractor shall keep and maintain accurate, organized, legible, genuine, current, and complete records of Intensive In-home Services rendered under the terms of the contract and shall make available all such records to the state agency, or its designated representatives, for a period of five (5) calendar years following contract expiration, termination, or cancellation. Such records shall include all documentation pertinent to family members gathered during the course of Intensive In-home Services. The contractor shall agree and understand that failure to comply with this provision shall be deemed a material breach of the contract and shall repay to the state agency all amounts received for any Intensive In-home Services which are not adequately verified and fully documented by the contractor's records. Complete records, including all documentation pertaining to Intensive In-home Services, provided to families in accordance with the contract, shall be provided to the state agency. The records shall include, but not necessarily be limited to:
- a. Date and time of initial referral for Intensive In-home Services;
 - b. The family's immediate presenting problem(s), including issues presented by the referring agent documenting the reason why the child(ren) are at imminent risk of removal from the home;
 - c. A copy of the NCFAS assessment and service plan;
 - d. The contractor shall maintain ongoing chronological documentation, for each family receiving the contractor's services. The contractor's documentation shall include, but not necessarily be limited to:
 - 1) A continual evaluation of child/family safety as well as a plan to help ensure safety of child and family members;
 - 2) Number and nature of hours of service provided to the family, including dates and time;
 - 3) Specific interventions used in working with an identified area of need, thereby documenting a successful or non-successful implementation of a skill;
 - 4) Intensive In-home Services Intervention Fund expenditures including items purchased, cost, name of vendor, and reason for expenditure; and
 - 5) In-Home supervisor's time spent in duties related to individual case consultation and time spent in direct contact with specific families.
 - e. A termination summary which summarizes the Intensive In-home Services. The summary shall include: demographic information, beginning and ending dates, issues placing children at risk of removal, goals set during the Intensive In-home Services, a summary of intervention techniques and the family's response to those techniques, location of family members, the current family situation, outcome of the Intensive In-home Services intervention, and a plan outlining recommendations for post-intervention services to ensure child and family safety. The termination summary shall be due within ten (10) calendar days after the contractor terminates Intensive In-home Services with the family.
 - 1) The plan for post-intervention services shall include assessment of the need to refer a family for less-intensive family intervention services and/or the use of informal and community resources.

- 2.13.3 The contractor shall provide the following reports to the state agency within the designated time frames:
- a. Documentation of child and family progress shall be provided at each regularly scheduled meeting, including an evaluation of progress to date and plans for the remainder of the Intensive In-home Services intervention. In addition, such documentation shall include all items listed in the contractor's ongoing chronological documentation.
 - b. All documentation listed in the Reporting Requirements pertaining to an Intensive In-home Services intervention shall be completed and delivered to the state agency within ten (10) calendar days after the contractor terminates Intensive In-home Services with the family.
 - c. Quarterly and annual reports on progress towards outcomes and expenditures regarding the Intensive In-home Services actually provided.
- 2.13.4 The contractor, or the contractor's in-home specialist(s), shall complete, in a timely manner as defined by state agency policy, information reporting, data management, performance tracking, follow-up, and evaluation forms developed and/or adopted by the state agency.
- a. The contractor shall understand that the state agency may grant access to the state agency's automated system as specified herein for the completion and updating of case records regarding Intensive In-Home Services.
 - b. The contractor shall submit required information or update the state agency's automated system in a timely manner when update capabilities have been provided for the contractor's personnel. The state agency expects the automated system to be updated in such a manner so as to avoid situations where case records are incomplete and/or inaccurate. The state agency will monitor data entry of the contractor to ensure data is inputted in a timely manner. (Please refer to the "Automated Systems" Section for information pertaining to the state agency's information system.)
- 2.13.5 The contractor, or the contractor's in-home specialist(s), shall cooperate in continuous quality improvement activities and in the collection of information for various evaluation and research purposes, as deemed necessary by the state agency.
- 2.13.6 The state agency will monitor the contractor's conformance to the outcome measures and standards described herein. The contractor shall allow reasonable and timely site visits by the state agency. The contractor shall require appropriate identification and/or documentation of the authority of all persons making site visits.
- a. Demonstrated failure by the contractor to routinely meet or exceed the outcomes or standards defined herein may result in families not being referred for service for a time period determined by the state agency or contract cancellation.
 - b. Corrective Action Plan –
 - 1) If the contractor does not meet the requirements of the contract, the contractor shall submit a written corrective action plan to the state agency within ten (10) calendar days of the date requested to do so by the state agency.
 - The corrective action plan must include the actions the contractor proposes to take to remedy concerns, timeframes for achieving such, the person(s) responsible for the necessary action, the improvement that is expected and a description of how progress will be measured.

- 2) Failure of the contractor to submit a corrective action plan approved by the state agency within thirty (30) calendar days shall be considered a breach of contract and subject to the remedies available to the State of Missouri including contract cancellation.
- 3) Within ten (10) working days of receipt of the corrective action plan, the state agency will notify the contractor in writing if the corrective action plan is approved.
 - If the state agency informs the contractor that the corrective action plan is not approved, the contractor shall submit a revised corrective action plan to the state agency within ten (10) calendar days.
- 4) Failure of the contractor to take corrective action as indicated in the corrective action plan as approved by the state agency within ninety (90) calendar days shall be considered a breach of contract and subject to the remedies available to the State of Missouri including contract cancellation.

2.14 Automated Systems:

- 2.14.1 The contractor shall have access to the state agency's information system, Family And Children Electronic System (FACES) through Virtual Private Networking (VPN).
 - a. The state agency will provide the contractor with VPN software.
 - b. The contractor shall have an internet service provider and shall be responsible for all costs associated with such.
 - c. The contractor shall provide emulator software which allows TN3270 connections. Information regarding such can be found at: <http://www.sdisw.com/tn3270.html>.
- 2.14.2 The contractor shall update the state agency's Intensive In-home Services online records in FACES on no less than a weekly basis so that the information accurately reflects the family's current circumstances. The contractor is responsible for ensuring compatibility to update the FACES when requested to do so.
 - a. The contractor must complete specific security forms provided by the state agency before access is granted to the state agency database.
- 2.14.3 The contractor shall have the ability/compatibility to update the state agency's State Wide Automated Child Welfare Information Systems (SACWIS) system as requested by the state agency.

2.15 Miscellaneous Requirements:

- 2.15.1 The contractor shall participate in a community-based model of coordinated intervention, service provision, and case management. However, the state agency will provide overall case management while the family is receiving Intensive In-home Services.
- 2.15.2 The state agency shall provide consultation and quality improvement assistance to the contractor including, but not limited to, case file reviews, observation of meetings with in-home specialist(s) and in-home supervisors, family staffings, clinical staffings, and administrative and community team meetings. The contractor shall cooperate with the state agency in the provision of consultation and quality improvement assistance and, within a reasonable amount of time, shall act upon recommendations made to improve program service and contract compliance.
- 2.15.3 If requested by the state agency, the contractor shall provide consultation services regarding high-risk families not enrolled in Intensive In-home Services. The contractor's consultation services shall include,

but not be limited to, attendance at Family Support Team Meetings or to otherwise advocate in order to assist in monitoring the Family Support Team process in meeting the needs of the family and children as referred by the state agency. Other examples may be, but are not necessarily limited to, case file reviews, observation of meetings, family staffings, clinical staffings, and administrative and community team meetings involving high-risk families not enrolled in the Intensive In-Home Services program by the state agency.

- 2.15.4 On occasion, as requested by the state agency, the contractor shall provide training and/or presentations to state agency and independent provider personnel not directly providing Intensive In-home Services to improve understanding of the issues essential to maintaining families safely together, averting out-of-home placement of children whenever possible through the provision of short-term, intensive, home-based, crisis intervention services.
- 2.15.5 The state agency may request the contractor, and the contractor shall provide training and presentation services to state agency personnel and independent provider personnel that do not provide Intensive In-home Services. Such training and presentations may include but not be limited to: parental/child relationship issues, benefits of maintaining families safely together, safety, de-escalation skills, conflict resolution, and other issues surrounding crisis intervention.
- 2.15.6 The contractor shall assist in planning and implementation of education and public relations about Intensive In-home Services to state agency referral staff, community organizations, and other groups as requested by the state agency.

2.16 Invoicing and Payment Requirements:

- 2.16.1 Prior to any payments becoming due under the contract, the contractor must return a completed state Vendor Input/ACH-EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.
- a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).
 - b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past twenty-four (24) months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>
- 2.16.2 Invoicing –
- a. Within five (5) working days after the billing period, the contractor shall submit a monthly invoice for the previous month's billing period to the local state agency office on an Intensive In-Home Services Vendor Invoice, form IIS-1. The contractor needs to obtain a copy of the IIS-1 from the Internet at: <http://dss.mo.gov/cd/info/forms/>. The invoice must be submitted for the number of in-home specialists required for the project site as identified on the Pricing Page(s), whether services were provided or not.
 - 1) Billing period shall be defined as a thirty (30) calendar day period as specified by the state agency.
 - 2) In the event that an in-home specialist position is vacant and the state agency could not refer families for intensive-in home services, the contractor shall not invoice for that in-home

specialist. However, the contractor may invoice if a qualified substitute is available to receive referrals.

2.16.3 Payments -

- a. Upon approval of the monthly invoice, the contractor shall be paid the firm, fixed price per day, per in-home specialist, as indicated on the Pricing Page for each day of the billing period.
- b. The contractor shall understand and agree that the state agency shall not make payment for vacant in-home specialist positions in which Intensive In-home Service cases cannot be referred and/or there is no qualified substitute to provide the Intensive In-home Services.
- c. The contractor shall understand and agree that the state agency is not required to make payment for Intensive In-home Services, unless services are provided in accordance with the provisions and requirements stated herein.

2.16.4 Intensive In-Home Services Intervention Fund Reimbursements -

- a. The state agency shall reimburse the contractor for state agency approved expenditures made from the contractor's Intensive In-home Services Intervention Fund. Within five (5) working days after the end of the billing period, the contractor shall submit copies of receipts or written verification of Intervention Fund expenditures to the local state agency office.
- b. The state agency shall compensate the contractor for administration of the Intensive In-home Services Intervention Fund at the rate of ten percent (10%) of the total monthly Intervention Fund expenditure.
- c. Prior to any payments becoming due under the contract, the contractor must submit or must have already submitted a properly completed Application for Provider Direct Deposit (Attachment 7) for FACES to the state agency to acquire and maintain an active direct deposit account, since the state agency intends to make contract payments through Direct Deposit.

2.16.5 Travel Reimbursement - The contractor shall be reimbursed as specified below for travel expenses incurred by the contractor, the contractor's in-home specialist(s), and/or the contractor's in-home supervisors, while attending required Intensive In-Home Services Part I, Part II, Intensive In-home Services Supervisor Training, and required state agency meetings. The contractor must obtain the written approval of the state agency prior to incurring any travel expenses. The contractor must provide the state agency with the amount of detail on the travel request as required by the state agency in order for the state agency to review the appropriateness of travel and estimated travel charges.

- a. Mileage – The contractor shall be reimbursed for travel mileage at the current per mile reimbursement rate ordered by the commissioner of administration pursuant to section 33.095, RSMo. The current per mile reimbursement rate can be found under the mileage link on the right hand side of the page at the following website: <http://oa.mo.gov/travel/>
- b. Lodging – If overnight lodging is approved by the state agency, the contractor shall be reimbursed for actual lodging expenses incurred subject to the maximum amounts specified in the Contiguous US Per Diem Rates (CONUS) which can be accessed from <http://oa.mo.gov/travel/> by clicking on CONUS on the right hand side of the page or by clicking on the link for “Per Diem Rates” at the following Internet address: <http://www.gsa.gov>. If contractor's lodging costs will exceed the limits specified in CONUS, the contractor must obtain the prior written approval of the state agency for an exception to CONUS. The decision to approve or deny the exception request shall rest solely with the state agency and shall be based on the situation.

- c. Meals – The contractor shall be reimbursed for the actual cost of meals subject to the most current maximum meal per diem specified on the State Meal Per Diem web site which can be found by clicking on the link for “Meals per diem” from <http://oa.mo.gov/travel/>
 - d. Other miscellaneous travel expenses – The contractor shall be reimbursed the actual amount of other travel expenses incurred, provided that the state agency approved the possibility for and estimates of such expenses in advance and that the actual expenses incurred are reasonable for the location in which the travel occurred.
 - e. Invoicing and Payment – The contractor must itemize all expenses incurred including miles traveled on the invoice submitted to the state agency for reimbursement and must attach original receipts for expenses. The contractor shall be reimbursed for such expenses, after receipt of all required documentation and approval by the state agency of the invoice and documentation.
 - f. Other than the Intensive In-Home Services Part I, Part II, Intensive In-home Services Supervisor Training, and required state agency meetings, the contractor shall not be paid for attendance at other trainings and meetings.
- 2.16.6 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including, but not limited to taxes, travel expenses except as identified herein, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 2.16.7 The contractor shall not charge or collect any amount from an individual or family authorized to receive Intensive In-home Services without written approval of a local state agency office. Such prior written approval shall be limited to the specific individual(s) named in each approval.
- 2.16.8 The contractor shall reduce the cost of Intensive In-home Services to the state agency by the amount of any and all funds received by the contractor from sources other than the state agency for a specified authorized individual or family.
- a. The contractor shall deduct the amount of such funds from invoices submitted to the state agency in the next month in which an invoice is submitted for payment.
 - b. The contractor shall reimburse such funds received by the contractor after expiration, termination, or cancellation of the contract by submitting a check to the state agency, payable to the State of Missouri.
- 2.16.9 Notwithstanding any other payment provision of the contract, if the contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the state agency may withhold payment or reject invoices under the contract.
- 2.16.10 Final invoices are due by no later than thirty (30) calendar days of the expiration of the contract. The state agency shall have no obligation to pay any invoice submitted after the due date.
- 2.16.11 If a request by the contractor for payment or reimbursement is denied, the state agency shall provide the contractor with written notice of the reason(s) for denial.
- 2.16.12 If the contractor is overpaid by the state agency, upon official notification by the state agency, the contractor shall provide the state agency (1) with a check payable as instructed by the state agency in the amount of such overpayment at the address specified by the state agency or (2) deduct the overpayment from the monthly invoices as requested by the state agency.
- 2.17 Other Contractual Requirements:**

- 2.17.1 Contract - A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
 - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
 - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 2.17.2 Contract Period - The original contract period shall be as stated on page 1 of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods, or any portion thereof.
- 2.17.3 Renewal Periods - In the event the Division of Purchasing and Materials Management exercises its option for renewal, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, except as stated herein in regard to pricing: All prices ***shall remain the same except as stated below:***
- a. If additional funds are available for the renewal period, the Division of Purchasing and Materials Management shall provide the contractor with an opportunity to request an amount up to a specified maximum price(s) through a contract amendment, subject to the maximum price(s) stated on the Pricing Page, if any.
 - 1) In no event shall the contractor be allowed price increases in excess of the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
 - 2) If maximum prices are not stated on the Pricing Page, then the renewal prices shall remain the same as during the previous contract period.
 - 3) If required by the Division of Purchasing and Materials Management, the contractor may be required to submit a price analysis or other justification for any price increase requested.
 - b. If additional funds are not available, the renewal prices shall remain the same as during the previous contract period.
 - c. If funds are reduced, the contractor will be advised of the applicable decrease for the renewal period or portion thereof. If such reductions are rejected by the contractor, the contract may be terminated and a new procurement process may be conducted.
- 2.17.4 Termination - The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving

written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Division of Purchasing and Materials Management, become the property of the State of Missouri. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

- 2.17.5 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
 - b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
 - c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above) or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 2.17.6 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must have and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured. In the event any insurance coverage is canceled, the state agency must be notified immediately.
- 2.17.7 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.
- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
 - b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.

- c. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
- d. 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
 - 1) The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
 - 2) The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

2.17.8 Participation by Other Organizations - The contractor must comply with any Organization for the Blind/Sheltered Workshop, Service-Disabled Veteran Business Enterprise (SDVE), and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) participation levels committed to in the contractor's awarded proposal.

- a. The contractor shall prepare and submit to the Division of Purchasing and Materials Management a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops, SDVEs, and/or MBE/WBEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing and Materials Management.
- b. The Division of Purchasing and Materials Management will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop and SDVE participation levels committed to in the contractor's awarded proposal. The Division of Purchasing and Materials Management in conjunction with the Office of Equal Opportunity (OEO) will monitor the contractor's compliance in meeting the MBE/WBE participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing and Materials Management determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs or other organizations for the blind/sheltered workshops or other SDVEs to fulfill the participation requirements committed to in the contractor's awarded proposal.
 - 1) The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new entities. This approval shall not be arbitrarily withheld.
 - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure a replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.

- d. Within thirty days of the end of the original contract period, the contractor must submit an affidavit to the Division of Purchasing and Materials Management. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing and Materials Management's website at <http://oa.mo.gov/purch/vendor.html> or another affidavit providing the same information.
- 2.17.9 Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 2.17.10 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.
- 2.17.11 Property of State - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.
- 2.17.12 Confidentiality:
- a. The contractor shall agree and understand that 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 and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
- b. If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.
- 2.17.13 Commercial Drivers License - The contractor and the contractor's drivers who, in the provision of services under the contract: (1) operate any single vehicle with a Gross Vehicle Weight Rating (GVWR) of over 26,000 pounds or any combination vehicle with a Gross Combination Weight Rating of over 26,000 pounds provided the Gross Vehicle Weight Rating of the vehicle(s) being towed is in excess of 10,000 pounds, (2) operate any size vehicle which requires hazardous materials placards, (3) operate any vehicle designed to transport more than 15 persons (including the driver) transports more than 15 persons, or (4) engage in any other activity outlined in the Commercial Motor Vehicle Safety Act, must comply with all other requirements in the Commercial Motor Vehicle Safety Act. The contractor must submit proof or verification of compliance with such Act to the state agency no later than 30 calendar days after award of the contract.
- 2.18 Federal Funds Requirements** - The contractor shall understand and agree that the contract may involve the use of federal funds. Therefore, for any federal funds used, the following paragraphs shall apply:

- 2.18.1 In performing its responsibilities under the contract, the contractor shall fully comply with the following Office of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments:
- a. Uniform Administrative Requirements - A-102 - State/Local Governments; 2 CFR 215 - Hospitals, Colleges and Universities, For-Profit Organizations (if specifically included in federal agency implementation), and Not-For-Profit Organizations (OMB Circular A-110).
 - b. Cost Principles - 2CFR 225 – State/Local Governments (OMB Circular A-87); A-122 - Not-For-Profit Organizations; A-21 - Colleges and Universities; 48 CFR 31.2 - For-Profit Organizations; 45 CFR 74 Appendix E – Hospitals.
- 2.18.2 Steven’s Amendment – In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, “Steven’s Amendment”, the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:
- a. The percentage of the total costs of the program or project which will be financed with Federal money;
 - b. The dollar amount of Federal funds for the project or program; and
 - c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- 2.18.3 The contractor shall comply with 31 U.S.C. 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under the contract shall be used to pay the salary or expenses of the contractor, or agent acting for the contractor, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The contractor shall comply with all requirements of 31 U.S.C. 1352 which is incorporated herein as if fully set forth. The contractor shall submit to the state agency, when applicable, Disclosure of Lobbying Activities reporting forms.
- 2.18.4 The contractor shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156) and Circular A-133, including subsequent amendments or revisions, as applicable or 2 CFR 215.26 as it relates to for-profit hospitals and commercial organizations. A copy of any audit report shall be sent to the state agency each contract year if applicable. The contractor shall return to the state agency any funds disallowed in an audit of the contract.
- 2.18.5 The contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
- 2.18.6 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.
- 2.18.7 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.).
- 2.18.8 If the contractor is a sub-recipient as defined in OMB Circular A-133, Section 210, 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.

- 2.18.9 Non-Discrimination and ADA - The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
 - b. Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. Section 206 (d));
 - c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
 - d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities;
 - e. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
 - f. Equal Employment Opportunity – E.O. 11246, “Equal Employment Opportunity”, as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity”;
 - g. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
 - h. Missouri Governor’s E.O. #94-03 (excluding article II due to its repeal);
 - i. Missouri Governor’s E.O. #05-30; and
 - j. The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

2.19 Business Associate Provisions:

- 2.19.1 Health Insurance Portability and Accountability Act of 1996, as amended - The state agency 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 state agency as such term is defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103. Therefore, the term, “contractor” as used in this section shall mean “Business Associate.”
- a. The contractor shall agree and understand that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:
 - 1) “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.
 - 2) “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.
 - 3) “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.
 - 4) “Enforcement Rule” shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR parts 160 and 164.
 - 5) “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).

- 6) "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.
 - 7) "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 (state agency) in its role as employer.
 - 8) "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Provisions.
 - 9) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 164, subpart C.
 - 10) "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.
- b. 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.
 - c. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the Business Associate Provisions stated herein.
 - d. The state agency 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).

2.19.2 Permitted uses and disclosures of Protected Health Information:

- a. The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.
- b. 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 state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
- c. 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.
- d. If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.

2.19.3 Obligations of the Contractor:

- a. 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).
- b. The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:
 - 1) Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract.
 - 2) Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce.
 - 3) Encryption of any portable device used to access or maintain protected health information or use of equivalent safeguard.
 - 4) Encryption of any transmission of electronic communication containing protected health information or use of equivalent safeguard.
 - 5) Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- c. With respect to Electronic Protected Health Information, the contractor shall implement 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 state agency.
- d. The contractor shall require that any agent or subcontractor to whom the contractor provides any Protected Health Information received from, created by, or received by the contractor pursuant to the contract, also agrees to the same restrictions and conditions stated herein that apply to the contractor with respect to such information.
- e. By no later than ten (10) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, 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 state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the Privacy Rule.
- f. The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency. If requested by the state agency 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 state agency upon request.
- g. In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a state agency 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 state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.

- h. At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- i. The contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency'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.
- j. The contractor shall report to the state agency's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the state agency'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.
- k. The contractor shall report to the state agency's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of 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.
- l. The contractor's reports specified in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):
 - 1) The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;
 - 2) The electronic address of any individual who has specified a preference of contact by electronic mail;
 - 3) A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
 - 4) 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
 - 5) The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.
- m. Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep

and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR part 164.

- n. Contractor shall not directly or indirectly receive remuneration in exchange for any protected health information without a valid authorization.
- o. If the contractor becomes aware of a pattern of activity or practice of the state agency that constitutes a material breach of contract regarding the state agency's obligations under the Business Associate Provisions of the contract, the contractor shall notify the state agency's Security Officer of the activity or practice and work with the state agency to correct the breach of contract.
- p. The contractor shall indemnify the state agency from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the state agency 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 state agency 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.

2.19.4 Obligations of the State Agency:

- a. The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.
- b. The state agency shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
- c. The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.
- d. The state agency 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.

2.19.5 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 state agency, either return to the state agency or destroy all Protected Health Information received by the contractor from the state agency, or created or received by the contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.

- a. In the event the state agency 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 state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.

- 2.19.6 Breach of Contract – In the event the contractor is in breach of contract with regard to the Business Associate Provisions included herein, the contractor shall agree and understand that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the breach of contract to the Secretary of the Department of Health and Human Services.

3. PROPOSAL SUBMISSION INFORMATION

3.1 Submission of Proposals:

- 3.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING/VENDOR REGISTRATION SYSTEM WEB SITE IS NOT AVAILABLE FOR THIS RFP.
- 3.1.2 When submitting a proposal, the offeror should include five (5) additional copies along with their original proposal for a total of six (6). The front cover of the original proposal should be labeled “original” and the front cover of all copies should be labeled “copy”.
- 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 offeror is requested, but not required, to print the proposal double sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials. Lengthy proposals may be submitted using printer or other loose leaf paper in a notebook or binder.
 - b. Open Records - Pursuant to section 610.021, RSMo, the offeror’s proposal shall be considered an open record after a contract is executed or all proposals are rejected. At that time, all proposals are scanned into the Division of Purchasing and Materials Management imaging system.
 - 1) The scanned information will be available for viewing through the Internet from the Division of Purchasing and Materials Management Awarded Bid & Contract Document Search system. Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers.
 - 2) In preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposals and should limit proposal content to items that provide substance, quality of content, and clarity of information.
- 3.1.3 To facilitate the evaluation process, the offeror is encouraged to organize their proposal into sections that correspond with the individual evaluation categories described herein. The offeror is cautioned that it is the offeror’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 offeror’s failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- a. Each section should be titled with each individual evaluation category and all material related to that category should be included therein.
 - b. The proposal should include an index and/or table of contents referencing the appropriate page number.
 - c. The proposal should be page numbered.
 - d. The signed page one from the original RFP and all signed amendments should be placed at the beginning of the proposal.
 - e. The offeror should not submit any individual identifying client information including, but not limited to, individual names, location addresses, department client numbers (DCN’s), dates of birth, and Social Security Number (SSNs).

- f. In the event the offeror is proposing multiple project sites, the offeror is encouraged to submit one proposal. The offeror’s proposal should clearly organize the proposal in sections by project site(s).

3.1.4 Questions Regarding the RFP – Except as may be otherwise stated herein, the offeror and the offeror’s agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer.

- a. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-9816.
- b. Only those questions which necessitate a change to the RFP will be addressed via an amendment to the RFP. Written records of the questions and answers will not be maintained. Offerors are advised that any questions received less than ten calendar days prior to the RFP opening date may not be addressed.
- c. The offeror may contact the Office of Equal Opportunity (OEO) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.

3.2 Competitive Negotiation of Proposals - The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- 3.2.1 Negotiations may be conducted in person, in writing, or by telephone.
- 3.2.2 Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
- 3.2.3 Terms, conditions, prices, methodology, or other features of the offeror’s proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- 3.2.4 The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

3.3 Evaluation and Award Process:

3.3.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below. Contracts shall be awarded to the lowest and best proposals.

- a. Cost..... 90 points
- b. Experience, Reliability, and Expertise of Personnel 35 points
- c. Method of Performance..... 65 points
- d. MBE/WBE Participation..... 10 points

3.3.2 After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the Division of Purchasing and Materials Management. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.

3.3.3 Separate evaluations shall be conducted by each project site and awards made accordingly.

- a. With the exception of project site 732, only one contract shall be awarded per project site.
- b. For project site 732 only, the State of Missouri reserves the right to make multiple and/or partial awards based on the number of in-home specialists.

3.4 Evaluation of Cost:

3.4.1 Pricing – The offeror must provide pricing as required on the Pricing Page.

3.4.2 Objective Evaluation of Cost – The cost evaluation shall be based on the firm fixed price stated on the Pricing Page.

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

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times \frac{\text{Maximum Cost Evaluation points (90)}}{\text{Evaluation points (90)}} = \text{Assigned Cost Points}$$

3.5 Evaluation of Offeror's Experience, Reliability, and Expertise of Personnel:

3.5.1 Experience and reliability of the offeror's organization will be considered subjectively in the evaluation process. Therefore, the offeror is advised to submit information concerning the offeror's organization and information documenting the offeror's experience in past performances, especially those performances related to the requirements of this RFP. If the offeror is proposing an entity other than the offeror to perform the required services, the offeror should also submit the information requested for such proposed subcontractor.

- a. Offeror Information - The offeror should provide information about the offeror's organization on Exhibit A.
- b. Experience - The offeror should provide information related to previous and current services/contracts of the offeror or offeror's proposed subcontractor where performance was similar to the required services of this RFP. The information may be shown on Exhibit B or in a similar manner.
 - 1) If information about current and/or previous experiences is not identified in the proposal or a sufficient number of experiences are not provided, the Division of Purchasing and Materials Management may request such information. If requested, the Division of Purchasing and Materials Management must receive the information by no later than the date specified by the Division of Purchasing and Materials Management at the time of the request. However, the offeror is cautioned that failure to submit the necessary information may have an adverse impact on the subjective evaluation of the offeror's proposal and the State of Missouri is under no obligation to request the information.
 - 2) As part of the evaluation process, the State of Missouri may contact the offeror's references, including references not listed or identified within the offeror's proposal but who have current

or previous experiences with the offeror. The offeror shall agree and understand that the State of Missouri is not obligated to contact the offeror's references.

- 3.5.2 The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel. Specifically, the offeror should document the proposed personnel's experience and qualifications as it relates to the minimum qualifications stated in the Personnel Requirements herein.
- a. Personnel Expertise - The offeror should provide the information requested on Exhibit C for each key person proposed to provide the services required herein. If additional personnel resources are available, the offeror may provide information for such personnel by completing Exhibit D.
 - 1) The information provided should be structured to emphasize relevant qualifications and experience of the personnel in completing contracts/performing services of a similar size and scope to the requirements of this RFP.
 - 2) The information submitted should clearly identify previous experience of the person in performing similar services and should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and whether the person is proposed for the same services for the State of Missouri.
 - b. Personnel Qualifications - If personnel are not yet hired, the offeror should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

3.6 Evaluation of Method of Performance - Proposals will be subjectively evaluated based on the offeror's plan for performing the requirements of the RFP. Therefore, the offeror should present information which demonstrates the method or manner in which the offeror proposes to satisfy these requirements and which confirms the offeror's ability to satisfy the requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.

3.6.1 Description of Proposed Services - Exhibit E is provided for the offeror's use in providing information about the proposed method of performance. Unless a particular requirement isn't conducive to elaboration, each paragraph within the Contractual Requirements may be addressed by writing a description of how, when, by whom, with what, to what degree, why, and where the requirement will be satisfied and otherwise detailing the offeror's understanding of the requirements and ability and methodology to successfully perform. When responding to the appropriate provisions in the Contractual Requirements, the offeror should identify the paragraph or subparagraph number and then provide the additional elaboration describing the offeror's plans for performing or meeting the requirement.

3.6.2 Implementation Plan - The offeror should complete Exhibit F, or any other format, to describe the proposed schedule for the implementation of the required services beginning from the effective date of the contract to the day services are fully operational. In the event of overlapping or concurrent tasks, a graphic chart (PERT, bar, line, etc.) may be used.

3.7 Evaluation of Offeror's Minority Business Enterprise (MBE)/ Women Business Enterprise (WBE) Participation:

3.7.1 In order for the Division of Purchasing and Materials Management (DPMM) to meet the provisions of Executive Order 05-30, the offeror should secure participation of certified MBEs and WBEs in providing the products/services required in this RFP. The targets of participation recommended by the State of Missouri are 10% MBE and 5% WBE of the total dollar value of the contract.

- a. These targets can be met by a qualified MBE/WBE offeror themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.
- b. The services performed or the products provided by MBE/WBEs must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by MBE/WBEs is utilized, to any extent, in the offeror’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.
- c. In order to be considered as meeting these targets, the MBE/WBEs must be “qualified” by the proposal opening date (date the proposal is due). (See below for a definition of a qualified MBE/WBE.)

3.7.2 The offeror’s proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process as specified below:

- a. If Participation Meets Target: Offerors proposing MBE and WBE participation percentages that meet the State of Missouri’s target participation percentage of 10% for MBE and 5% for WBE shall be assigned the maximum stated MBE/WBE Participation evaluation points.
- b. If Participation Exceeds Target: Offerors proposing MBE and WBE participation percentages that exceed the State of Missouri’s target participation shall be assigned the same MBE/WBE Participation evaluation points as those meeting the State of Missouri’s target participation percentages stated above.
- c. If Participation Below Target: Offerors proposing MBE and WBE participation percentages that are lower than the State of Missouri’s target participation percentages of 10% for MBE and 5% for WBE shall be assigned a proportionately lower number of the MBE/WBE Participation evaluation points than the maximum MBE/WBE Participation evaluation points.
- d. If No Participation: Offerors failing to propose any commercially useful MBE/WBE participation shall be assigned a score of 0 in this evaluation category.

3.7.3 MBE/WBE Participation evaluation points shall be assigned using the following formula:

$$\frac{\text{Offeror's Proposed MBE \%} \leq 10\% + \text{WBE \%} \leq 5\%}{\text{State's Target MBE \% (10) + WBE \% (5)}} \times \begin{matrix} \text{Maximum} \\ \text{MBE/WBE} \\ \text{Participation} \\ \text{Evaluation points} \\ (10) \end{matrix} = \begin{matrix} \text{Assigned} \\ \text{MBE/WBE} \\ \text{Participation} \\ \text{points} \end{matrix}$$

3.7.4 If the offeror is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the offeror must provide the following information with the proposal.

- a. Participation Commitment - If the offeror is proposing MBE/WBE participation, the offeror must complete Exhibit G, Participation Commitment, by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror must include the offeror in the appropriate table on the Participation Commitment Form.

- b. Documentation of Intent to Participate – The offeror must either provide a properly completed Exhibit H, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed or must provide a letter of intent signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide and (2) should include evidence that the MBE/WBE is qualified, as defined herein (i.e., the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri OEO). If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror is not required to complete Exhibit H, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

3.7.5 Commitment – If the offeror’s proposal is awarded, the percentage level of MBE/WBE participation committed to by the offeror on Exhibit G, Participation Commitment, shall be interpreted as a contractual requirement.

3.7.6 Definition -- Qualified MBE/WBE:

- a. In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the proposal opening date.
- b. MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.
- c. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts, and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.

3.7.7 Resources - A listing of several resources that are available to assist offerors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at the website shown below or by contacting the Office of Equal Opportunity (OEO) at:

Office of Administration, Office of Equal Opportunity (OEO)
 Harry S Truman Bldg., Room 630, P.O. Box 809, Jefferson City, MO 65102-0809
 Phone: (877) 259-2963 or (573) 751-8130
 Fax: (573) 522-8078
 Web site: <http://oa.mo.gov/o eo/>

3.8 Miscellaneous Submittal Information:

3.8.1 Organizations for the Blind and Sheltered Workshop Preference - Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.

- a. In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:
 - 1) The offeror must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or

supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.

- 2) The services performed or the products provided by an organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the offeror'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) If the offeror is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the offeror must provide the following information with the proposal:
 - Participation Commitment - The offeror must complete Exhibit G, Participation Commitment, by identifying the organization for the blind or sheltered workshop and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror must be listed in the appropriate table on the Participation Commitment Form.
 - Documentation of Intent to Participate – The offeror must either provide a properly completed Exhibit H, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop proposed or must provide a letter of intent signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop). If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror is not required to complete Exhibit H, Documentation of Intent to Participate Form or provide a recently dated letter of intent.
- b. A list of Missouri sheltered workshops can be found at the following internet address:
<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.
- c. The websites for the Missouri Lighthouse for the Blind and the Alhaphointe Association for the Blind can be found at the following internet addresses:
<http://www.lhbindustries.com> and <http://www.alhaphointe.org>
- d. Commitment – If the offeror's proposal is awarded, the organization for the blind or sheltered workshop participation committed to by the offeror on Exhibit G, Participation Commitment, shall be interpreted as a contractual requirement.

3.8.2 Missouri Service-Disabled Veteran Business Enterprise (SDVE) Preference - Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) point bonus preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified SDVE. (See below for a definition of a qualified SDVE.)

- a. In order to qualify for the three bonus points, the following conditions must be met and the following evidence must be provided:

- 1) The offeror must either be a SDVE or must be proposing to utilize a SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.
- 2) The services performed or the products provided by the SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the SDVE is utilized, to any extent, in the offeror'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) If the offeror is proposing participation by a SDVE, in order to receive evaluation consideration for participation by the SDVE, the offeror must provide the following information with the proposal:
 - Participation Commitment - The offeror must complete Exhibit G, Participation Commitment, by identifying each proposed SDVE, the committed percentage of participation for each SDVE, and the commercially useful products/services to be provided by the listed SDVE. If the offeror submitting the proposal is a qualified SDVE, the offeror must be listed in the appropriate table on the Participation Commitment Form.
 - Documentation of Intent to Participate – The offeror must either provide a properly completed Exhibit H, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the SDVE or a letter of intent signed and dated no earlier than the RFP issuance date by the SDVE which: (1) must describe the products/services the SDVE will provide and (2) should include evidence that the SDVE is qualified, as defined herein. If the offeror submitting the proposal is a qualified SDVE, the offeror is not required to complete Exhibit H, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

NOTE: If the SDVE is listed on the following Internet address, the SDVE is not required to provide a copy of the SDV's (service-disabled veteran) award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper [DD Form 214, Certificate of Release or Discharge from Active Duty], and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs. www.oa.mo.gov/purch/vendorinfo/sdve.html

- b. Commitment – If the offeror's proposal is awarded, the SDVE participation committed to by the offeror on Exhibit G, Participation Commitment, shall be interpreted as a contractual requirement.
- c. Definition - Qualified SDVE:
 - 1) 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;
 - 2) SDVE has not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs;
 - 3) SDVE has the management and daily business operations controlled by one (1) or more SDVs;
 - 4) SDVE has a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and

- 5) SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.
- 3.8.3 Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo, definition of a “business entity” (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the offeror’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 offeror should complete applicable portions of Exhibit I, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit K must be submitted prior to an award of a contract.
- 3.8.4 Debarment Certification – The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror 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 offeror should complete and return the attached certification regarding debarment, etc., Exhibit J with the proposal. This document must be satisfactorily completed prior to award of the contract.
- 3.8.5 The offeror should complete and submit Exhibit K, Miscellaneous Information.
- 3.8.6 Business Compliance - The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include, but not necessarily be limited to:
- a. Registration of business name (if applicable)
 - b. Certificate of authority to transact business/certificate of good standing (if applicable)
 - c. Taxes (e.g., city/county/state/federal)
 - d. State and local certifications (e.g., professions/occupations/activities)
 - e. Licenses and permits (e.g., city/county license, sales permits)
 - f. Insurance (e.g., worker’s compensation/unemployment compensation)

EXHIBIT A
OFFEROR INFORMATION

The offeror should provide the following information about the offeror's organization:

- a. Provide a brief company history, including the founding date and number of years in business as currently constituted.
- b. Describe the nature of the offeror's business, type of services performed, etc. Identify the offeror's website address, if any.
- c. Provide a list of and a short summary of information regarding the offeror's current contracts.
- d. List, identify, and provide reasons for each contract gained and lost in the past 2 years.
- e. Describe past experience providing in-home crisis intervention to children and families comparable child protective services, family preservation, and/or family reunification services. Identify the total number of families served as well as the number of years providing the service. Describe service provided and the method of which services were provided to the families previously served.
- f. Describe past experience administering intervention funds. Identify the total years providing the service.
- g. Describe the structure of the organization including any board of directors, partners, top departmental management, corporate organization, corporate trade affiliations, any parent/subsidiary affiliations with other firms, etc.
- h. Provide a list summarizing any pending or final legal proceedings involving you or your company that took place in any court of law, administrative tribunal or alternative dispute resolution process that was filed, settled or gone to final judgment within the last three (3) years. The summary need not disclose confidential information of a disputed allegation of fact or law, but must contain the allegations made and/or contested or findings of the court of law, tribunal or dispute resolution process. Failure to provide a full and accurate summary of legal proceedings may result in rejection of the proposal or termination of any subsequent contract.
- i. Document the offeror's financial solvency in a manner that is acceptable for public review. Audited financial statements for the last year will provide such documentation; however, the statements will become public information. If the offeror is a subsidiary, also provide the documentation for the parent company.

EXHIBIT B

CURRENT/PRIOR EXPERIENCE

The offeror should copy and complete this form documenting the offeror and subcontractor’s current/prior experience considered relevant to the services required herein. In addition, the offeror is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

| | |
|---|--|
| Offeror Name or Subcontractor Name: _____ (if reference is for a Subcontractor): | |
| Reference Information (Current/Prior Services Performed For:) | |
| Name of Reference Company/Client: | |
| Address of Reference Company/Client: | |
| Reference Contact Person Name, Phone #, and E-mail Address: | |
| Title/Name of Service/Contract | |
| Dates of Service/Contract: | |
| If service/contract has terminated, specify reason: | |
| Size of Service such as: <input checked="" type="checkbox"/> Number of Individuals Being Served <input checked="" type="checkbox"/> Total Annual Value/Volume | |
| Size of Service/Contract (in terms of offeror’s total amount of business) | |
| Description of Services Performed, such as: <input checked="" type="checkbox"/> Population Served <input checked="" type="checkbox"/> Type of Services Performed <input checked="" type="checkbox"/> Geographic Area Served <input checked="" type="checkbox"/> Offeror’s specific duties and strategic objective | |
| Personnel Assigned to Service/Contract (include position title): | |
| Attach sample of results/work, if applicable | |

As the contact person for the company/client provided above, my signature below verifies that the information presented on this form is accurate. I understand that the information provided on this form is for verification purposes and does not address the quality of the services provided. I am available for contact by the State of Missouri for additional discussions regarding my/my company’s association with the offeror referenced above:

Signature of Contact Person Verifying Information

Date of Signature

EXHIBIT C

EXPERTISE OF KEY PERSONNEL

(Copy and complete this table for each key person proposed)

| | | |
|--|--|--|
| Title of Position: In-Home Specialist | | Project Site: _____ |
| Name of Person: | | |
| Educational Degree (s): include college or university, major, and dates | | |
| License(s)/Certification(s), #(s), expiration date(s), if applicable: | | |
| Relevant Specialized Child Welfare Training Completed for the past 3 years. Include dates and documentation of completion. In lieu of certificates, the offeror may submit a list of training completed by the individual. | | |
| # of years experience in area of service proposed to provide: | | |
| Describe person's relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships | | |
| Describe this person's responsibilities over the past 12 months. | | |
| Previous employer(s), positions, and dates | | |
| Identify specific information about experience in: | | Clearly identify the experience, provide dates, describe the person's role and extent of involvement in the experience |
| ✓ Crisis intervention to families | | |
| ✓ Child protective services to families | | |
| ✓ In-home services to children and families | | |
| Describe the knowledge and skills of child protection, family-centered practice, interpersonal engagement, communication, educational skill-building, and case management, especially that related to in-home services | | |
| Staffing Methodology | | |
| Describe the person's planned duties/role proposed herein: | | |
| Specify the approximate number of hours per month this person is proposed for services | | |
| Identify the maximum number of families to serve at any given time | | |
| Identify the minimum number of families to be served annually | | |

EXHIBIT C (cont'd)

| | | |
|--|--|--|
| Title of Position: In-Home Specialist Supervisor | | Project Site: _____ |
| Name of Person: | | |
| Educational Degree (s): include college or university, major, and dates | | |
| License(s)/Certification(s), #(s), expiration date(s), if applicable: | | |
| Relevant Specialized Child Welfare Training Completed for the past 3 years. Include dates and documentation of completion. In lieu of certificates, the offeror may submit a list of training completed by the individual. | | |
| # of years experience in area of service proposed to provide: | | |
| Describe person's relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships | | |
| Describe this person's responsibilities over the past 12 months. | | |
| Previous employer(s), positions, and dates | | |
| Identify specific information about experience in: | | Clearly identify the experience, provide dates, describe the person's role and extent of involvement in the experience |
| ✓ Crisis intervention to families | | |
| ✓ Child protective services to families | | |
| ✓ Child protective social services | | |
| ✓ In-home services to children and their families | | |
| ✓ Direct intensive-in home services | | |
| ✓ Intensive family preservation services | | |
| ✓ Targeted case management | | |
| ✓ Supervising child protective social services | | |
| ✓ Supervising intensive family preservation services | | |
| ✓ Supervising targeted case management to families | | |
| Describe the knowledge and skills of child protection, family-centered practice, interpersonal engagement, communication, educational skill-building, and case management, especially that related to in-home services | | |

Staffing Methodology

| | |
|--|--|
| Describe the person's planned duties/role proposed herein: | |
| Specify the approximate number of hours per month this person is proposed for services | |
| Identify the number of in-home specialists to be supervised | |

EXHIBIT C (cont'd)

Due to the exceptions to the minimum qualifications of personnel, the offeror should check the appropriate box below as a sign of affirmation the state agency approval will be obtained on all individuals prior to the provision of services.

| | |
|-------------------|--|
| <u>NO</u> | State agency approval will be obtained on all individuals prior to the provision of services |
| <u>YES</u> | State agency approval will <u>not</u> be obtained on all individuals prior to the provision of services |

EXHIBIT D

PERSONNEL EXPERTISE SUMMARY

(Complete this Exhibit for any additional personnel not included on previous Exhibit. Resumes may also be provided)

| Personnel | Background and Expertise of Personnel and Planned Duties |
|---|---|
| 1. _____ (Name) _____ (Title) _____ (Proposed Role/Function) | |
| 2. _____ (Name) _____ (Title) _____ (Proposed Role/Function) | |
| 3. _____ (Name) _____ (Title) _____ (Proposed Role/Function) | |
| 4. _____ (Name) _____ (Title) _____ (Proposed Role/Function) | |
| 5. _____ (Name) _____ (Title) _____ (Proposed Role/Function) | |
| 6. _____ (Name) _____ (Title) _____ (Proposed Role/Function) | |

EXHIBIT E**METHOD OF PERFORMANCE**

The offeror should present a written plan for performing the requirements specified in this Request for Proposal. In presenting such information, the offeror should specifically address each of the following issues:

1. Describe the plan for improving family functioning.
2. Describe the plan for improving child permanency.
3. Describe the method to assess families' strengths and weaknesses.
4. Describe the method of problem solving skills to family members.
5. Describe the method to assist in resolving emotional issues and empower families to properly handle future crises.
6. Describe the method for connecting family with formal and informal supports.
7. Describe the resources to administer an intervention fund.
8. Describe the plan for providing substitute in-home specialists and supervisory coverage of families on a daily basis in the absence of the assigned in-home specialist.
9. Describe the annual professional development plan for in-home specialists and supervisors including identification of the subject matter and training provider.
10. Provide the Code of Conduct and dress code for Intensive In-home Services personnel.
11. Economic Impact to Missouri - the offeror should describe the economic advantages that will be realized as a result of the offeror performing the required services. The offeror should respond to the following:
 - Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
 - Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
 - Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.
12. Organizational Chart - The offeror should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The organizational chart should include (1) The relationship of service personnel to management and support personnel, (2) The names of the personnel and the working titles of each, and (3) Any proposed subcontractors including management, supervisory, and other key personnel.
 - The organizational chart should outline the team proposed for this project and the relationship of those team members to each other and to the management structure of the offeror's organization.
 - The names of the personnel and the working titles of each should match those indicated on Exhibit C, Expertise of Personnel and Exhibit D, Personnel Expertise Summary.

13. Along with a detailed organizational chart, the offeror should describe the following:
- How services of the contract will be managed, controlled, and supervised in order to ensure satisfactory contract performance.
 - Total Personnel Resources - The offeror should provide information that documents the depth of resources to ensure completion of all requirements on time and on target. If the offeror has other ongoing contracts that also require personnel resources, the offeror should document how sufficient resources will be provided to the State of Missouri.

EXHIBIT G

PARTICIPATION COMMITMENT

Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) Participation Commitment – If the offeror is committing to participation by or if the offeror is a qualified MBE/WBE and/or organization for the blind/sheltered workshop and/or a qualified SDVE, the offeror must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed exhibit with the offeror’s proposal.

For Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) Participation, if proposing an entity certified as both MBE and WBE, the offeror must either (1) enter the participation percentage under MBE or WBE, **or** must (2) divide the participation between both MBE and WBE. If dividing the participation, do not state the total participation on both the MBE and WBE Participation Commitment tables below. Instead, divide the total participation as proportionately appropriate between the tables below.

Please a check in the appropriate box below for the project site this Exhibit G is applicable for. There should only be ONE box checked. If proposing multiple project sites, copy and complete this Exhibit for each proposed project site.

| Project Site | | | | | |
|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|
| <input type="checkbox"/> 731 | <input type="checkbox"/> 732 | <input type="checkbox"/> 733 | <input type="checkbox"/> 734 | <input type="checkbox"/> 735 | <input type="checkbox"/> 736 |
| <input type="checkbox"/> 737 | <input type="checkbox"/> 738 | <input type="checkbox"/> 739 | <input type="checkbox"/> 740 | <input type="checkbox"/> 831 | <input type="checkbox"/> 931 |
| <input type="checkbox"/> 932 | <input type="checkbox"/> 933 | <input type="checkbox"/> 934 | <input type="checkbox"/> 935 | <input type="checkbox"/> 936 | |

| MBE Participation Commitment Table | | |
|---|---|---|
| (The services performed or the products provided by the listed MBE 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.) | | |
| Name of Each Qualified Minority Business Enterprise (MBE) Proposed | Committed Percentage of Participation for Each MBE (% of the Actual Total Contract Value) | Description of Products/Services to be Provided by Listed MBE |
| 1. | % | |
| 2. | % | |
| 3. | % | |
| 4. | % | |
| Total MBE Percentage: | % | |

| WBE Participation Commitment Table | | |
|---|--|--|
| (The services performed or the products provided by the listed WBE 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.) | | |
| Name of Each Qualified Women Business Enterprise (WBE) proposed | Committed Percentage of Participation for Each WBE (% of the Actual Total Contract Value) | Description of Products/Services to be Provided by Listed WBE |
| 1. | % | |
| 2. | % | |
| 3. | % | |
| 4. | % | |
| Total WBE Percentage: | % | |

| Organization for the Blind/Sheltered Workshop Commitment Table | |
|---|--|
| By completing this table, the offeror commits to the use of the organization at the greater of \$5,000 or 2% of the actual total dollar value of contract. | |
| (The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop 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.) | |
| Name of Organization for the Blind or Sheltered Workshop Proposed | Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop |
| 1. | |
| 2. | |

| SDVE Participation Commitment Table | | |
|--|---|---|
| (The services performed or the products provided by the listed SDVE 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.) | | |
| Name of Each Qualified Service-Disabled Veteran Business Enterprise (SDVE) Proposed | Committed Percentage of Participation for Each SDVE (% of the Actual Total Contract Value) | Description of Products/Services to be Provided by Listed SDVE |
| 1. | % | |
| 2. | % | |
| Total SDVE Percentage: | % | |

EXHIBIT H

DOCUMENTATION OF INTENT TO PARTICIPATE

If the offeror is proposing to include the participation of a Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or qualified Service-Disabled Veteran Business Enterprise (SDVE) in the provision of the products/services required in the RFP, the offeror must either provide a letter of intent, signed and dated no earlier than the RFP issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the offeror's proposal.

~ Copy This Form For Each Organization Proposed ~

Offeror Name: _____

This Section To Be Completed by Participating Organization:

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

Indicate appropriate business classification(s):

____ MBE ____ WBE ____ Organization for the Blind ____ Sheltered Workshop ____ SDVE

Name of Organization: _____
(Name of MBE, WBE, Organization for the Blind, Sheltered Workshop, or SDVE)

Contact Name: _____ Email: _____

Address (If SDVE, provide MO Address): _____ Phone #: _____

City: _____ Fax #: _____

State/Zip: _____ Certification # _____

SDVE's Website Certification (or attach copy of certification)

Expiration

Address: _____ Date: _____

Service-Disabled SDV's

Veteran's (SDV) Name: _____ Signature: _____

(Please Print)

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
(MBE, WBE, Organization for the Blind, Sheltered Workshop, or
SDVE)*

*Date
(No earlier than the
RFP issuance date)*

DOCUMENTATION OF INTENT TO PARTICIPATE (continued)

SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)

If the participating organization is an SDVE, then the SDVE must provide the following Service-Disabled Veteran (SDV) documents unless previously submitted within the past five (5) years to a Missouri state agency or public university:

- a copy of the SDV’s award letter from the Department of Veterans Affairs or a copy of the SDV’s discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty); and
- a copy of the SDV’s documentation certifying disability by the appropriate federal agency responsible for the administration of veterans’ affairs.

(NOTE: For ease of evaluation, please attach a copy of the SDV’s award letter or a copy of the SDV’s discharge paper, and a copy of the SDV’s documentation certifying disability to this Exhibit. The SDV’s award letter, the SDV’s discharge paper, and the SDV’s documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

If the SDVE previously submitted copies of the SDV’s documents (the SDV’s award letter or the SDV’s discharge paper, and the SDV’s documentation certifying disability) to a Missouri state agency or public university within the past five (5) years, the SDVE should provide the information requested below.

Name of **Missouri State Agency** or **Public University*** to Which SDV’s Documents were Submitted:

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

Date of Previous SDV’s Documents were Submitted: _____

Previous **Bid/Contract Number** for Which SDV’s Documents were Submitted: _____ (if known)

(NOTE: A qualified SDVE will be added to the SDVE listing maintained on the DPMM website (www.oa.mo.gov/purch/vendorinfo/sdve.html) for up to five (5) years from the date listed above. However, if it has been determined that the SDVE at any time no longer meets the requirements stated above, the DPMM will remove the SDVE from the listing.)

| FOR STATE USE ONLY | |
|--|---------------|
| SDV Documents - Verification Completed By: | |
| _____ Buyer | _____ Date |

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

BUSINESS ENTITY CERTIFICATION:

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

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

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

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

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

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (RFP 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 Division of Purchasing and Materials Management with all documentation required in Box B of this exhibit.

| | |
|---|--|
| Authorized Representative’s Name (Please Print) | <i>Authorized Representative’s Signature</i> |
| Company Name (if applicable) | Date |

EXHIBIT I, continued

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

BOX B – CURRENT BUSINESS ENTITY STATUS

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

Authorized Business Entity Representative's
Name (Please Print)

*Authorized Business Entity
Representative's Signature*

Business Entity Name

Date

E-Mail Address

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

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; 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 offeror's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the offeror's name and the MOU signature page completed and signed, at minimum, by the offeror and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the offeror'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 I, continued

AFFIDAVIT OF WORK AUTHORIZATION:

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

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

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

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

E-Verify Company ID Number

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

Signature of Notary

Date

EXHIBIT I, continued

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

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

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

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

Date of Previous E-Verify Documentation Submission: _____

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

Authorized Business Entity Representative’s Name (Please Print)

Authorized Business Entity Representative’s Signature

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 J

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

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

EXHIBIT K

MISCELLANEOUS INFORMATION

Outside United States

If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the offeror MUST disclose such fact and provide details in the space below or on an attached page.

| | | |
|--|-----------|----------|
| Are products and/or services being manufactured or performed at sites outside the United States? | Yes _____ | No _____ |
| Describe and provide details: | | |

Employee Bidding/Conflict of Interest

Offerors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the offeror and/or any of the owners of the offeror’s organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

| | |
|---|--|
| Name of State Employee, General Assembly Member, or Statewide Elected Official: | |
| | In what office/agency are they employed? |
| | Employment Title: |
| Percentage of ownership interest in offeror’s organization: | _____ % |

**STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT**

TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

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

2. APPLICABLE LAWS AND REGULATIONS

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

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

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

4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such an offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses. The offeror should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by DPMM or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by DPMM. If DPMM determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.
- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals by Premium registered offerors through the State of Missouri's On-Line Bidding/Vendor Registration System website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically by a Premium registered offeror may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically by a Premium registered offeror may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. A proposal may also be withdrawn after the proposal opening through submission of a written request by an authorized representative of the offeror. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the offeror.
- f. When submitting a proposal electronically, the Premium registered offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.
- g. Faxed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. Premium registered vendors may view the same proposal response information on the state's On-Line Bidding/Vendor Registration System website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.

- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding/Vendor Registration System website for Premium registered offerors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- o. The final determination of contract(s) award shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) DPMM's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

10. INVOICING AND PAYMENT

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

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

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

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

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

16. CANCELLATION OF CONTRACT

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

17. COMMUNICATIONS AND NOTICES

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

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

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

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

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

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 12-01-11

ATTACHMENTS

The attachments are separate links that must be downloaded from the Division of Purchasing and Materials Management's Internet web site at: <https://www.moolb.mo.gov>.