

**AGING AHEAD  
REQUEST FOR PROPOSAL (RFP)**

**Phone number: (636) 207-0847**

**E-MAIL: tmeadows@agingahead.org**

**RETURN PROPOSAL NO LATER THAN: MARCH 29, 2019 AT 2:00 PM CENTRAL TIME**

**MAILING INSTRUCTIONS:** Delivered sealed proposals must be in the Aging Ahead office (14535 Manchester Road, Manchester, MO 63011) by the return date and time.

**(U.S. Mail)**

**RETURN PROPOSAL TO: AGING AHEAD  
14535 MANCHESTER ROAD  
MANCHESTER, MO 63011**

**CONTRACT PERIOD: Effective Date of Contract through December 31, 2020**

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 the Request for Proposal. 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 Notice of Award signed and issued by Aging Ahead a binding contract shall exist between the offeror and Aging Ahead.

**SIGNATURE REQUIRED**

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	
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 auditing 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
- 5)Exhibits A - J
- 6)Attachments 1 - 4 the offeror is advised that attachments exist to this document which provide additional information and instruction. The attachments are included in the RFP.

## **1.2.On-Site Reviews:**

**1.2.1.**Interested offerors may visit Aging Ahead to view audit-related records and documents Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m. Appointments should be scheduled by contacting Aging Ahead at (636) 207-0847.

**1.2.2.**During the visit(s) and throughout the competitive procurement and evaluation processes, offerors shall not ask questions of and converse with employees of the AAA for any purpose other than to obtain and review audit-related records and documents. All questions regarding the Request for Proposal and/or the competitive procurement process must be directed to the email contact indicated on the first page of this RFP or by phone to (636) 207-0847.

## **1.3.Background Information:**

**1.3.1** Aging Ahead is responsible for providing needed services to the elderly in specified counties throughout the State of Missouri.

Aging Ahead's central office is located at 14535 Manchester Road, Manchester, MO 63011. The field audit work will take place at this location. Aging Ahead provides its services in a four county area which includes St. Louis, St. Charles, Franklin and Jefferson.

a.Information specific to Aging Ahead is included in Attachment 1 through 4:

- 1)Attachment 1: FY 2018 OMB Circular A-133 Audit
- 2)Attachment 2: DHSS DSDS Mandated Audit Criteria
- 3)Attachment 3: AAA Accounting Systems information for FY 2019
- 4)Attachment 4: FY 2019 contract between the AAA and DHSS. Note: Contracts identify all pass through funding, by CFDA number.

**1.3.2.**Although an attempt has been made to provide accurate and up-to-date information, Aging Ahead 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:**

**2.1.1.**The contractor shall provide audit and attestation services for the Aging Ahead (hereinafter referred to as the agency) in accordance with the provisions and requirements stated herein.

**2.1.2.**The contractor shall conduct an independent financial audit of financial transactions and activities as specified.

**2.1.3.**The contractor shall conduct the audit(s) in accordance with the Office of Management and Budget (OMB) Circular A-133, and all supplements issued by OMB, 2 CFR 200 Subpart F, and generally accepted auditing standards as promulgated by the American Institute of Certified Public Accountants and the agency's mandated audit criteria (Attachment 2).

**2.1.4.**The contractor must be currently licensed by, and in good standing with, the Missouri State Board of Accountancy.

**2.1.5.**The contractor's organization and all personnel provided by the contractor must meet the guidelines for independence as set forth in the Generally Accepted Governmental Auditing Standards.

**2.1.6.**The contractor shall perform all services to the sole satisfaction of the agency.

## **2.2. Performance Requirements:**

**2.2.1.**The contractor shall conduct the initial audit for the period July 1, 2018 through June 30, 2019.

**2.2.2.**The contractor shall conduct an audit entrance conference with the agency prior to commencement of the audit field work. The scheduling of the entrance conference shall be mutually agreed upon by the agency and the contractor.

**2.2.3.**The contractor shall verbally inform the agency immediately upon any indication of unauditible records and/or circumstances requiring audit adjustments.

a. Any such verbal communication(s) must be immediately followed by concurrent written notification to the agency - both the CEO and the Board Chairperson of the agency.

**2.2.4.**The contractor shall verbally inform the agency immediately upon any indication of defalcation, fraud, abuse, illegal acts, or other irregularities, including all questioned costs found as a result of these acts.

a. Any such verbal communication(s) must be immediately followed by concurrent written notification to the Missouri Department of Health and Senior Services, the State Highway Patrol, AAA CEO and at least one level above the AAA CEO.

**2.2.5.**Unless a written extension is granted by the agency, the contractor shall file the audit and all required disclosures with the Office of Management and Budget (OMB) Federal Audit Center Clearing House, 1201 E. 10th Street, Jeffersonville, IN 47132, or such other submittal process as is indicated on the OMB website at the time of submittal, no later than January 31 of each renewal period.

**2.2.6.** Unless a written extension is granted by DHSS and the agency, the contractor shall provide all reports to the agency no later than December 31 of each renewal period.

**2.2.7.**The contractor shall conduct an audit exit conference with the agency's board of directors and staff. The contractor must present all final signed auditor report documents at the exit conference.

a. In the event that any changes are made to the most recently presented final signed auditor report documents, the agency reserves the right, at its sole discretion, to require the contractor to conduct additional audit exit conferences with the agency board of directors and staff.

b. If the agency exercises its right pursuant to above, the contractor must present at any such additional audit exit conference(s) all corrected, revised, and/or amended final signed auditor report documents to the agency board of directors and staff.

c. The scheduling of all required audit exit conferences shall be mutually agreed upon by the agency and the contractor.

d. The location of all such audit exit conferences shall be at Aging Ahead's central office located at 14535 Manchester Road, Manchester, MO 63011.

**2.2.8.**The contractor shall agree and understand that the agency shall have the right to access and review any and all work papers developed as a result of the audit.

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

### **2.3. Invoicing and Payment Requirements:**

**2.3.1.** Invoicing – The contractor shall submit an invoice after completion and the agency’s acceptance of the audit to the following address:

Aging Ahead  
14535 Manchester Road  
Manchester, MO 63011

**2.3.2.** Payments - The contractor shall be paid in accordance with the firm, fixed total price per audit stated on the Pricing Page.

**2.3.3.** Other than the payments 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, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

**2.3.4.** Notwithstanding any other payment provision of the contract, if the contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the agency may withhold payment or reject invoices under the contract.

**2.3.5.** Final invoices are due by no later than thirty (30) calendar days of the expiration of the contract. The agency shall have no obligation to pay any invoice submitted after the due date.

**2.3.6.** If a request by the contractor for payment or reimbursement is denied, the agency shall provide the contractor with written notice of the reason(s) for denial.

**2.3.7.** If the contractor is overpaid by the agency, upon official notification by the agency, the contractor shall provide the agency with a check payable as instructed by the agency in the amount of such overpayment at the address specified by the agency.

### **2.4. Other Contractual Requirements:**

**2.4.1.** 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 agency’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 agency does not constitute an authorization for or a directive to proceed with services. Before providing services for the agency, the contractor must receive a properly executed contract.

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 agency 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.

**2.4.2.** Contract Period - The original contract period shall be as stated on the Notice of Award. The contract shall not bind, nor purport to bind, the agency for any contractual commitment in excess of the original contract period. The agency shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the agency exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

**2.4.3. Renewal Periods** - If the option for renewal is exercised by the agency, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.

a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.

b. In addition, the contractor shall understand and agree that renewal period price increases specified in the contract are not automatic. At the time of contract renewal, if the agency determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the agency may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

**2.4.4. Termination** - The agency reserves the right to terminate the contract at any time, for the convenience of the agency, 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 agency, become the property of the agency. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the agency pursuant to the contract prior to the effective date of termination.

a. If state and/or federal funds are not appropriated, continued, or available at a sufficient level to fund the contract, or in the event of a change in federal or state law relevant to the contract, the obligations of each party may, at the sole discretion of the agency, be terminated in whole or in part, effective immediately or as determined by the agency, upon written notice to the contractor from the agency.

**2.4.5. 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 requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the agency, including its employees and assignees, from every expense, liability, or payment arising out of such negligent act.

a. The contractor also agrees to hold the agency, including its 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 agency, including its employees and assignees.

c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the agency 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.

**2.4.6. Insurance** - The contractor shall understand and agree that the agency cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the agency and its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the agency 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 agency is protected as an additional insured.

a. In the event any insurance coverage is canceled, the agency must be notified at least thirty (30) calendar days prior to such cancellation.

**2.4.7.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 agency and to ensure that the agency 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 agency 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 agency 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.

**2.4.8.Substitution of Personnel** - The contractor agrees and understands that the agency'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 agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The agency agrees that an approval of a substitution will not be unreasonably withheld.

**2.4.9.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 agency has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the agency shall have the right to cancel the contract immediately without penalty or recourse.

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 agency 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 agency 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.

**2.4.10.Contractor Status** - The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the agency. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the agency, 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.

**2.4.11.Coordination** - The contractor shall fully coordinate all contract activities with those activities of the 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 agency throughout the effective period of the contract.

**2.4.12.Property of Agency** - 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 agency. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the agency.

**2.4.13.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 agency.

b.If required by the 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.

**2.4.14.Publicity** - Any publicity release mentioning contract activities shall reference the agency. Any publications, including audiovisual items produced with contract funds, shall give credit to the contract and the agency. The contractor shall obtain approval from the agency prior to the release of such publicity or publications.

**2.5.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:

**2.5.1.**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. 2 CFR 200 and current OMB circulars under that regulation.

b.Cost Principles - 2 CFR 200 and current OMB circulars under that regulation.

**2.5.2.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 agency is obtained and unless they clearly state the following as provided by the 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.

**2.5.3.**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.

**2.5.4.**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 200 Subpart F. A copy of any audit report shall be sent to the agency each contract year if applicable. The contractor shall return to the agency any funds disallowed in an audit of the contract.

**2.5.5.**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.

**2.5.6.**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.

**2.5.7.**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.).

**2.5.8.**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.

**2.5.9.**The contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement: <http://www.hhs.gov/asfr/ogapa/aboutog/ogpoe.html>

**2.5.10.**The contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104), as amended.

**2.5.11.**The contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations. The contractor shall report any conviction of the contractor's personnel under a criminal drug statute for violations occurring on the contractor's premises or off the contractor's premises while conducting official business. A report of a conviction shall be made to the agency within five (5) working days after the conviction.

**2.5.12.**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.

## **2.6. Business Associate Provisions:**

**2.6.1. Health Insurance Portability and Accountability Act of 1996, as amended** - The 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 agency. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."

a. The contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:

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) "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.

4) "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the agency.

5) "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.

6) "Enforcement Rule" shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.

7) "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

8) "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).

9) "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.

10) "Protected Health Information" as defined in 45 CFR 160.103, shall mean individually identifiable health information:

- (a) Except as provided in paragraph (b) 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.
- (b) 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 (agency) in its role as employer.

11)“Security Incident” shall be defined as set forth in the “Obligations of the Contractor” section of the Business Associate Provisions.

12)“Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.

13)“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 agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.

d.The 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). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.

#### **2.6.2. Permitted Uses and Disclosures of Protected Health Information by the Contractor:**

a.The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the agency, except for the specific uses and disclosures in the contract.

b.The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.

c.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 agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.

d.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.

e.If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.

f.If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the agency as permitted by 45 CFR 164.504(e)(2)(i)(B).

g.The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the agency to do so.

h.The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the agency’s minimum necessary policies and procedures.

#### **2.6.3. Obligations and Activities 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 and subcontractors, if applicable;
- 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; and
- 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 use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the agency and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.

d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.

e. By no later than ten (10) calendar days after receipt of a written request from the 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 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 agency available to the agency and/or to the Department of Health and Senior Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.

f. The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the 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 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 agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the agency. If requested by the 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 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 an 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 agency, provide the agency access to the Protected Health Information in an individual's designated record set. However, if requested by the 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 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 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 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 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 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 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 agency's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.

l. The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):

- 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. 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 agency that constitutes a material breach of contract regarding the agency's obligations under the Business Associate Provisions of the contract, the contractor shall notify the agency's Security Officer of the activity or practice and work with the agency to correct the breach of contract.

p. The contractor shall indemnify the 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 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 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.

#### **2.6.4. Obligations of the Agency:**

a. The 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 agency's notice of privacy practices in accordance with 45 CFR 164.520.

b. The 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 agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the agency has agreed to in accordance with 45 CFR 164.522.

d. The 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.

**2.6.5. 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 agency, either return to the agency or destroy all Protected Health Information received by the contractor from the agency, or created or received by the contractor on behalf of the 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 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 agency and obtain instructions from the agency for either the return or destruction of the Protected Health Information.

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

### **3. PROPOSAL SUBMISSION INFORMATION**

#### **3.1. Submission of Proposals:**

**3.1.1. Hard Copy Proposal** - If the offeror is submitting a proposal via the mail or a courier service or is hand delivering the proposal, the offeror should include completed exhibits, forms, and other information concerning the proposal (including completed Pricing Page) with the proposal. The offeror is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.

a.The offeror should include one (1) additional copy along with their original proposal. The front cover of the original proposal should be labeled “original” and the front cover of the copy should be labeled “copy”. In case of a discrepancy between the original proposal and the copy, the original proposal shall govern.

**3.1.2.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 kept on file at the agency.

**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 agency 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.The proposal should be page numbered and should have an index and/or table of contents referencing the appropriate page number(s).

b.The signed page one from the original RFP and all signed addendums should be placed at the beginning of the proposal.

c.Each section should be titled with each individual evaluation category and all material related to that category should be included therein.

**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 agency indicated on the first page of this RFP. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Offeror and their agents who have questions regarding this matter should contact the agency.

a.The agency may be contacted via e-mail or phone as shown on the first page, or via facsimile to 636-207-1329.

b.Only those questions which necessitate a change to the RFP will be addressed via an addendum to the RFP. Written records of the questions and answers will not be maintained. Offeror 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 agency reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations, or to reject all proposals in the sole discretion of the agency. 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 agency 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 agency determines that a change in such requirements is in the best interest of the agency.

**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. The contracts shall be awarded to the lowest and best proposals.

<b>Evaluation Criteria Scoring Category</b>	<b>Maximum Points</b>
Cost	90 points
Vendor’s Experience, Reliability, Expertise of Personnel, and Method of Performance	100 points
MBE/WBE Participation	10 points
<b>TOTAL</b>	<b>200 points</b>

**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 agency. 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 agency.

**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 sum of the firm fixed total price per audit stated on the Pricing Page for the original contract period and each potential renewal period.

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

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

**3.5.Evaluation of Offeror’s Experience, Reliability, Expertise, and Method of Performance:**

**3.5.1.**Experience and reliability of the offeror and expertise of the offeror’s personnel will be considered subjectively in the evaluation process. Therefore, the offeror is advised to submit information concerning the offeror’s organization, information documenting the offeror’s experience in past performances related to the requirements of this RFP, and information documenting the qualifications of the personnel proposed by the offeror to perform 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)As part of the evaluation process, the agency 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.
  - 2)The offeror shall agree and understand that the agency is not obligated to contact the offeror’s references.

c. Quality/Peer Review - The offeror should provide information related to the offeror's participation in an external quality/peer review program on Exhibit C. In addition, the offeror should submit the results of the most recent quality/peer review, specifically indicating whether such review included a review of specific government engagements. The agency reserves the right to require such information prior to contract award.

- 1) The offeror should submit a copy of the quality/peer review report with his/her proposal.
- 2) The offeror should submit a copy of the letter of comments (findings and recommendations) received by the offeror as a result of the organization's most recent quality/peer review.
- 3) If NO letter of comments (findings and recommendations) was received by the offeror as a result of the organization's most recent quality/peer review, the offeror should indicate such.
- 4) If a quality/peer review has not been conducted, the offeror should indicate such.
- 5) If applicable, the offeror should submit a copy of ALL responses made by the offeror to the letter of comments (findings and recommendations) received as a result of the organization's most recent quality/peer review.
- 6) The offeror should indicate the nature and extent of any disciplinary action taken against the offeror's organization by the American Institute of Certified Public Accountants, any state board or society of Certified Public Accountants, or any federal, state, or local governmental authority.

d. Personnel Expertise - The offeror should provide the information requested on Exhibit D 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 agency.

e. 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.

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

g. Personnel Assurances - The offeror should indicate on Exhibit E, the nature and extent of any disciplinary action taken against the offeror's personnel by the American Institute of Certified Public Accountants, any state board or society of Certified Public Accountants, or any federal, state, or local governmental authority.

**3.5.2. Method of Performance** - Proposals will be subjectively evaluated based on the offeror's plan for performing the requirements of the RFP. Exhibit F is provided for the offeror's use in providing information about the proposed method of performance.

a. Staffing Plan/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.

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



**3.6.1.**In order for the agency 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.)

**3.6.2.**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.

**3.6.3.** MBE/WBE Participation evaluation points shall be assigned using the following formula:

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

**3.6.4.** 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.

**3.6.5.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.

**3.6.6.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.Miscellaneous Submittal Information:**

**3.7.1.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/mostatutes/stathtml/28500005251.html?&me=285.525>), 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 I must be submitted prior to an award of a contract.

**3.7.2.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.

**3.7.3.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 agency. The compliance to conduct business in the state shall include, but not necessarily be limited to:

- a.Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
- 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)

The offeror should refer to the Missouri Business Portal at <http://business.mo.gov> for additional information.

## **4.PRICING PAGE**

**4.1.Audit Service** – The offeror shall provide a firm, fixed total price per audit for the agency. The offeror must also provide a maximum total price per audit for the agency and for each potential renewal period. All costs associated with providing the required services shall be included in the stated price(s).

<b>Area Agency on Aging</b>	<b>Original Contract Period (Firm, Fixed Total Price Per Audit)</b>	<b>First Renewal Period (Maximum Price Per Audit)</b>	<b>Second Renewal Period (Maximum Price Per Audit)</b>
Aging Ahead	\$ _____	\$ _____	\$ _____



**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.

<b>Offeror Name or Subcontractor Name:</b> _____	
<b>Reference Information (Current/Prior Services Performed For:)</b>	
Name of Reference Company:	
Address of Reference Company ✓ Street Address ✓ City, State, Zip	
Reference Contact Person Information: ✓ Name ✓ Phone # ✓ E-mail Address	
Dates of Services:	
If service/contract has terminated, specify reason:	
Dollar Value of Services	
Description of Services Performed	

**EXHIBIT C**

**ASSURANCES REGARDING THE ORGANIZATION**

**QUALITY/PEER REVIEW**

The offeror hereby affirms that the offeror's organization is a participant in the following external quality/peer review program(s):

\_\_\_\_\_  
(Name of Program)

\_\_\_\_\_  
(Name of Program)

Indicate by placing an "X" on the lines before the statements that are applicable to the offeror's organization.

- The organization hereby affirms the attached quality/peer review report is the audit firm's most current quality/peer review report issued. (Attach a copy of the report.)
- The quality/peer review included a review of government engagements.
- The quality/peer review did not include a review of government engagements.
- The organization hereby affirms the attached letter of comments (findings and recommendations) represents **ALL** such findings and recommendations received as a result of the organization's most recent quality/peer review.
- The organization hereby affirms **NO** letter of comments (findings and recommendations) was received as a result of the organization's most recent quality/peer review.
- The organization hereby affirms the attached response(s) represents **ALL** responses made by the organization with respect to the organization's most recent quality/peer review.
- The organization hereby affirms the audit firm has never received a quality/peer review.
- The organization hereby affirms a quality/peer review of the firm is currently in process and the report has not yet been issued.
- The organization expects to receive its first quality/peer review in the month of \_\_\_\_\_ . (List month and year.)

Indicate by placing an "X" on the line before the statement that is applicable to the offeror's organization.

- The offeror hereby affirms that no disciplinary action has been taken against the offeror's organization by the American Institute of Certified Public Accountants, any state board or society of Certified Public Accountants, or any federal, state, or local governmental authority.
- The offeror hereby affirms that the attached is a complete and accurate account of the nature and extent of all disciplinary action taken against the offeror's organization by the American Institute of Certified Public Accountants, any state board or society of Certified Public Accountants, and any federal, state, or local governmental authority.

**EXHIBIT D**

**EXPERTISE OF PERSONNEL**

(Complete this Exhibit for personnel proposed. Resumes for key personnel may also be provided.)

<b>Personnel</b>	<b>Background and Expertise of Personnel and Planned Duties</b>
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**

**ASSURANCES REGARDING PERSONNEL**

Indicate by placing an "X" on the line before the statement that is applicable to the proposed personnel.

- The offeror hereby affirms that no disciplinary action has been taken against any proposed personnel by the American Institute of Certified Public Accountants, any state board or society of Certified Public Accountants, or any federal, state, or local governmental authority.
  
- The offeror hereby affirms that the attached is a complete and accurate account of the nature and extent of all disciplinary action taken against any proposed personnel by the American Institute of Certified Public Accountants, any state board or society of Certified Public Accountants, and any federal, state, or local governmental authority.



**EXHIBIT F**

**METHOD OF PERFORMANCE**

The offeror should use this Exhibit, or any format desired, to present a written plan for performing the requirements specified in this Request for Proposal.

**EXHIBIT G**

**PARTICIPATION COMMITMENT**

**Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Participation Commitment** – If the offeror is committing to participation by or if the offeror is a qualified MBE/WBE, 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.

<b>MBE Participation Commitment Table</b>		
(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.)		
<b>Name of Each Qualified Minority Business Enterprise (MBE) Proposed</b>	<b>Committed Percentage of Participation for Each MBE (% of the Actual Total Contract Value)</b>	<b>Description of Products/Services to be Provided by Listed MBE</b> <i>The offeror should also include the paragraph number(s) from the RFP which requires the product/service the MBE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	%	Product/Service(s) proposed: ----- <b>RFP Paragraph References:</b>
2.	%	Product/Service(s) proposed: ----- <b>RFP Paragraph References:</b>
3.	%	Product/Service(s) proposed: ----- <b>RFP Paragraph References:</b>
4.	%	Product/Service(s) proposed: ----- <b>RFP Paragraph References:</b>
<b>Total MBE Percentage:</b>	<b>%</b>	

**EXHIBIT G, continued**

**PARTICIPATION COMMITMENT**

<b>WBE Participation Commitment Table</b>		
<p>(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.)</p>		
<b>Name of Each Qualified Women Business Enterprise (WBE) proposed</b>	<b>Committed Percentage of Participation for Each WBE (% of the Actual Total Contract Value)</b>	<b>Description of Products/Services to be Provided by Listed WBE</b> <i>The offeror should also include the paragraph number(s) from the RFP which requires the product/service the WBE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	%	Product/Service(s) proposed: ..... <b>RFP Paragraph References:</b>
2.	%	Product/Service(s) proposed: ..... <b>RFP Paragraph References:</b>
3.	%	Product/Service(s) proposed: ..... <b>RFP Paragraph References:</b>
4.	%	Product/Service(s) proposed: ..... <b>RFP Paragraph References:</b>
<b>Total WBE Percentage:</b>	<b>%</b>	

**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) 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

Name of Organization: \_\_\_\_\_  
*(Name of MBE, WBE)*

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

City: \_\_\_\_\_ Fax #: \_\_\_\_\_

State/Zip: \_\_\_\_\_ Certification #: \_\_\_\_\_

*(or attach copy of certification)*

Certification  
Expiration  
Date: \_\_\_\_\_

**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)*

\_\_\_\_\_  
*Date  
(No earlier than the  
RFP issuance 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](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 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)

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

\_\_\_\_\_  
Company Name (if applicable)

\_\_\_\_\_  
Date

**(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](http://www.dhs.gov/files/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the 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

\_\_\_\_\_



**EXHIBIT J**

**Certificate 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.

_____ Company Name	_____ DUNS # (if known)
_____ Authorized Representative's Printed Name	_____ Authorized Representative's Title
<i>Authorized Representative's Signature</i>	_____ 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 voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.