CERTIFIED COPY OF ORDER

STATE OF MISSOURI

April Session of the April Adjourned

Term. 2020

County of Boone

} ea.

In the County Commission of said county, on the

28th

day of

April

2020

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby receive and accept the following subdivision plats and authorizes the Presiding Commissioner to sign them:

- Sycamore Hollow Plat 2. S17-T50N-R12W. A-2. Fredrick R. Hill and Susan I. Hill Revocable Trust, owner. Kevin M. Schweikert, surveyor.
- Scenic View Estates. S13-T-48N-R14W. A-2. Justin Hereth, owner. Kevin M. Schweikert, surveyor.
- R & C. S16-T50N-R13W. A-2. Deborah L. Gandy, owner. Steven R. Proctor, surveyor.
- New Providence Plat 1. S3-T47N-R13W. R-M/R-S. Heartland Trust A & B and William Mark Grant and Laura L Grant Revocable Trust, owners. Jay Gebhardt, surveyor.

Done this 28th day of April 2020.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Daniel Atwill

Daniel K. Atwill

Presiding Commissioner

Fred L. Parry

District I Commissioner

Jane M. Thompson

District II Commissioner

194-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

April Session of the April Adjourned

Term. 2020

County of Boone

} ea.

In the County Commission of said county, on the

28th

day of

April

2020

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the utilization of the TIPS Cooperative Contract 170803 – Medical Equipment and Supplies with DiaMedical USA Equipment LLC of West Bloomfield, Michigan.

The terms of the cooperative contract are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 28th day of April 2020.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

Daniel Atwill

Ered I Park

District I Commissioner

Jane M. Thompson

District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO Director of Purchasing



613 E. Ash Street, Room 110 Columbia, MO 65201 Phone: (573) 886-4391 Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission FROM: Melinda Bobbitt, CPPO, CPPB

DATE: April 28, 2020

RE: TIPS Cooperative Contract: 170803 - Medical Equipment and Supplies

Purchasing requests permission to put in place for County-wide use (requested by Emergency Management), The Interlocal Purchasing System (TIPS) cooperative contract 170803 - Medical Equipment and Supplies with DiaMedical USA Equipment LLC of West Bloomfield, Michigan. This contract will be used for PPE supplies for the COVID-19 pandemic.

This is a county-wide Term and Supply contract in effect through October 29, 2020.

cc: Contract File

	194-2020
Commission Order #	

PURCHASE AGREEMENT FOR Medical Equipment and Supplies Term and Supply

	28th		April		
THIS AGREEMENT dated the		day of _	•	2020, is made	between Boone
County, Missouri, a political subdivision of	of the Stat	e of Mis	souri through the	Boone County	Commission,
herein "County," and DiaMedical USA E	quipmen	t LLC h	erein "Contractor	.,,	

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

- 1. Contract Documents This agreement shall consist of this Purchase Agreement for Medical Equipment and Supplies through The Interlocal Purchasing System (TIPS) cooperative contract # 170803 and Boone County Missouri Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office file if not attached. In the event of any conflict between any of the foregoing documents, this Purchase Agreement and Boone County, Missouri Standard Terms and Conditions shall prevail and control over the vendor's bid response.
- 2. Purchase The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Medical Equipment and Supplies at the discounts and pricing outlined in cooperative contract 170803 Medical Equipment and Supplies in conformity with contract 170803 documents as needed and ordered by the County.

Contractor agrees to provide pricing to County that is at least equal to the lowest pricing available from the vendor to like cooperative purchasing customers in like situations and the pricing shall remain so throughout the duration of the Agreement.

- 3. Contract Duration This agreement shall commence on April 1, 2020 and extend through October 29, 2020 subject to the provisions for termination specified below.
- 4. *Delivery* **FOB Destination** All deliveries shall be made FOB Destination with freight prepaid and charged back. The seller pays the freight and charges back the buyer by adding the freight charges to the invoices. A copy of the actual freight bill should be attached to the invoices as evidence of correct freight billing.

All quotes to County shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication. Shipping, delivery or freight charges shall be passed through at cost to the County.

- 5. *Billing and Payment* All billing shall be invoiced to the appropriate Office / Department placing the order and billings may only include the prices listed within. No fees or charges other than what was included in the quote may be charged. The County agrees to pay all invoices within thirty days of receipt of a correct and valid invoice.
- 6. **Binding Effect** This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
- 7. Governing Law This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue

for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

- 8. Entire Agreement This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
- 9. *Termination* This agreement may be terminated by the either party upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
 - a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
 - County may terminate this agreement if in the opinion of the Boone County Commission, delivery of products are delayed or products delivered are not in conformity with contract specifications or
 - c. If appropriations are not made available and budgeted for any calendar year.
 - d. Either party may terminate this agreement for convenience with a thirty-day written notice.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

by	by: Boone County Commission Docusigned by: Daniel K. Atwill Presiding Commissioner
APPROVED AS TO FORM: Docusigned by: TOPTIDEAEB80774DD County Counselor	ATTEST: Brianna l lunon by M† TOSZUARSBERGES. County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

DocuSigned by: GUNE E. Pitalford by Ha Term & Supply- No enquiring	4/22/2020	County-Wide Term & Supply
Signature	Date	Appropriation Account

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

- 1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
- 2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
- 3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
- 4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
- 5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
- 6. The delivery date shall be stated in definite terms.
- 7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
- 8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
- 9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
- 10. Prices must be as stated in units of quantity specified and must be firm.
- 11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
- 12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
- 13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
- 14. In the event of a discrepancy between a unit price and an extended line item price, the unit price

shall govern.

- 15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
- 16. For all titled vehicles and equipment, the dealer must use the actual delivery date to the County on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
- 17. **Equipment and serial and model numbers -** The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



4845 US Hwy 271 North | Pittsburg, TX 75686

www.tips-usa.com 866-839-8477 tips@tips-usa.com

October 16,2018

DiaMedical USA Equipment LLC
Jeff Ambrose
7013 Orchard Lake Rd, Suite # 110
West Bloomfield, MI 48322

RE: TIPS Contract – Medical Equipment and Supplies
TIPS Contract Number – 170803

Renewal Letter

Dear Jeff Ambrose,

TIPS – The Interlocal Purchasing System, has reviewed the above listed Awarded Agreement for Annual Renewal. Your Agreement has been **RENEWED** until its final potential expiration date by the Region 8 Education Service Center Board of Directors, at the regularly scheduled board meeting, held on 10/25/2018.

This renewal is effective 10/25/2018 to 10/29/2020. If you have not reported sales through your TIPS Awarded Agreement, please make every effort to promote and encourage Sales under your TIPS Agreement during remainder of the contract term.

If you have any questions, please contact the TIPS office at 866-839-8477. If you object to this renewal, please contact TIPS immediately at Bids@tips-usa.com.

Sincerely,

Meredith Barton
TIPS Vice-President of Operations
The Interlocal Purchasing System



"Purchasing Made Personal"



4845 US Hwy 271 North | Pittsburg, TX 75686

www.tips-usa.com 866-839-8477 tips@tips-usa.com

October 26,2017

DiaMedical USA Equipment LLC Jeff Ambrose 7013 Orchard Lake Rd, Suite # 110 West Bloomfield, MI 48322

RE: TIPS Awarded Contract – Medical Equipment and Supplies TIPS Contract Number – 170803

CONTRACT AWARD

Congratulations! The Interlocal Purchasing System (TIPS) Board of Directors of Region 8 Education Service Center has awarded a contract to **DiaMedical USA Equipment LLC** for **Medical Equipment and Supplies**. This contract will be in effect from 10/26/2017 through 10/29/2020.

CONTRACT ADDITIONS or UPDATES

Only items submitted on the original proposal can be sold through this contract. If you need to change pricing pursuant to the RFP terms and conditions or add products that are considered components of the awarded category, email the products, pricing with discount offered, to the TIPS office at tips@tips-usa.com.

RESELLERS or DEALERS

As an Awarded Contract Holder, you may list Resellers or Dealers to your contract. The Awarded Vendor Contract Holder is responsible for reporting all Reseller Sales to TIPS. Resellers are only allowed to sell the items included on the Awarded Vendor's Contract. If you need to add Resellers/Dealers to your contract, please contact the TIPS office at tips@tips-usa.com. You may also give your Resellers/Dealers this document outlining the correct purchase process they need to follow

REPORTING OF SALES

TIPS Sales MUST be reported each MONTH. Certain information is REQUIRED with the submission check, and can be sent along with the check or in an email to our Accounting Team at accounting@tips-usa.com. A sales reporting template is available, to request the current reporting template or for questions regarding reporting of sales, contact the Accounting Team at accounting@tips-usa.com. As a part of the TIPS accounting procedures, we will send out a statement of Open PO's every 90 days.

"Purchasing Made Personal"

PROCESSING PURCHASE ORDERS

Awarded Vendors MUST direct TIPS members to email all PO's to tipspo@tips-usa.com. The TIPS office will validate purchase orders and forward to you, as the Awarded Vendor for processing. The Member will receive an email confirmation of the PO approval and a link to print a letter of authorization for their files. If you have been notified by TIPS, you may be eligible for an "Automated Contract" which means you have an e-commerce site and take internet orders. Automated vendors must sign extra documentation accepting responsibility for sending sales to TIPS for all collected TIPS Sales. You may view a quick reference purchase process detailed here.

VENDOR WEB PAGE REVIEW

Please, take a moment to review the information posted for your company on the TIPS website.

- > Go to www.tips-usa.comwww.tips-usa.com
- > Hover over Contracts
- > Click on All Vendors
 - Navigate to the Alpha Folder for your Company Name
 - Scroll through the vendor list and find your company
 - · Click on your company name
- Click through the individual tabs of your vendor profile page to confirm all your contact information is correct.

Notify the TIPS office at tips@tips-usa.com if changes need to be made to your vendor profile.

VENDOR LOGO

If you would like to have your company logo displayed on your vendor page, please email your logo to TIPS at tips@tips-usa.com.

Format: $(JPG - 350 \times 350 \text{ Pixels} - \text{White or Transparent Background Color} - \text{Your logo does not have to be square; it has to fit on a 350 <math>\times 350 \text{ square space})$

SETTING UP VENDOR LOGIN AND PASSWORD FOR TIPS

Individual Awarded Vendors must set up their own TIPS Login and Password.

Here are the instructions:

- 1. Go to www.tips-usa.com
- 2. Hover over "Vendors" and click on "Vendor Login"
- 3. Click on "Reset Password" link
- 4. Enter your email address in both boxes, click "Send"
- 5. You will receive a system generated email with a "reset" link,
 - a. Click on the link in the email to complete the setup

Not all information can be changed by the vendor. If you are not able to update information, notify the TIPS Team at tips@tips-usa.com to request the changes. Some changes may require Board Action through an Addendum to the Vendors Contract. (i.e. name change, product changes, pricing, etc.)

To access a user's guide for the TIPS Vendor Portal, click here.

"Purchasing Made Personal"

CERTIFICATE of AWARDED CONTRACT



Awards
DiaMedical USA Equipment LLC
for
Medical Equipment and Supplies
Contract No 170803

Dr. David Fitts
Executive Director
Region 8 ESC



Visit www.tips-usa.com for details on this Awarded Vendor

TIPS VENDOR AGREEMENT

Between

Diamedical USA Equipment LLCand

(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

RFP 170803 Medical Equipment and Supplies

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the Solicitation (RFP, RCSP, RFQ) as posted, including any addenda and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS.

Definitions

PURCHASE ORDER is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addendums or deleted from the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are examples of possible addenda.

Terms and Conditions

Freight

If applicable. all quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication. Shipping, delivery or freight charges shall be passed through at cost to the TIPS Member.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS Members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Agreements

All Agreements and agreements between Vendors and TIPS Members shall strictly adhere to all applicable statutes and codes.

Agreements for purchase will normally be put into effect by means of a purchase order(s) or other similar document or contract executed by authorized agent(s) of the purchasing TIPS Member.

Davis Bacon Act requirements will be met for construction and/or repair of buildings unless otherwise agreed with the TIPS Member.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. Payment made by a TIPS Member can only be made to the awarded Vendor or vendor assigned dealer. **Disclosures**

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.

- Vendor shall attach, in writing, a complete description of any and all relationships that
 might be considered a conflict of interest in doing business with TIPS under a TIPS
 Agreement.
- 3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Renewal of Agreements

The Agreement with TIPS is for three (3) years with an option for renewal for additional one (1) consecutive year as provided in the related solicitation as specified on page one of this agreement. Total term of Agreement can be up to the number of years provided in the solicitation. The renewal option for the one additional year is at the agreement of the parties.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

NO AGREEMENT FOR GOODS OR SERVICES WITH A TIPS MEMBER BY THE AWARDED VENDOR NAMED IN THIS AGREEMENT THAT RESULTS FROM THE SOLICITATION AWARD NAMED IN THIS AGREEMENT, MAY INCORPORATE AN AUTOMATIC RENEWAL CLAUSE WITH WHICH THE TIPS MEMBER MUST COMPLY. ALL RENEWAL TERMS INCORPORATED IN AN AGREEMENT BY THE VENDOR WITH THE TIPS MEMBER SHALL ONLY BE VALID AND ENFORCEABLE WHEN THE VENDOR RECEIVES WRITTEN CONFIRMATION BY PURCHASE ORDER OR EXECUTED AGREEMENT ISSUED BY THE TIPS MEMBER FOR ANY RENEWAL PERIOD. THE PURPOSE OF THIS CLAUSE IS TO AVOID A TIPS MEMBER INADVERTENTLY RENEWING AN AGREEMENT DURING A PERIOD IN WHICH THE GOVERNING BODY OF THE TIPS MEMBER HAS NOT PROPERLY APPROPRIATED AND BUDGETED THE FUNDS TO SATISFY THE AGREEMENT RENEWAL. THIS TERM IS NOT NEGOTIABLE AND ANY AGREEMENT BETWEEN A TIPS MEMBER AND A TIPS AWARDED VENDOR WITH AN AUTOMATIC RENEWAL CLAUSE THAT CONFLICTS WITH THESE TERMS IS RENDERED VOID AND UNENFORCEABLE AS TO THE AUTOMATIC RENEWAL CLAUSE.

Shipments (If Applicable)

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the TIPS Member as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the TIPS Member may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or, if applicable, the vendor assigned dealer shall submit invoices, to the TIPS Member. Each invoice shall include the TIPS Member's purchase order number. The shipment

tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS or the TIPS Member.

Payments

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer as agreed by the TIPS Member.

Pricing

The Vendor agrees to provide pricing to TIPS and TIPS Member entities that is at least equal to the lowest pricing available from the vendor to like cooperative purchasing customers in like situations and the pricing shall remain so throughout the duration of the Agreement.

All pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing, to be remitted to TIPS by the Vendor. Vendor shall not show adding the fee to the invoice presented to TIPS Member customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees Fees for this award are 2%.

Vendor or vendor assigned dealer agrees to pay TIPS on a monthly scheduled report the participation fee for all Agreement sales to Tips Members utilizing a TIPS awarded contract. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping records of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

2. Indemnity for Personality Agreements. Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this Agreement or sales made to TIPS Members under this agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.

2. Indemnity for Performance Agreements. The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of agreed pricing/product on a purchase order form a TIPS Member pursuant to this Agreement occurs, TIPS shall be notified within 48 hours of receipt of order.

Termination for Convenience

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations 2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded vendor may terminate the agreement with ninety (90) days written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686.

TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "TIPS Agreement Number". Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating Member.
- Awarded vendor invoices the participating TIPS Member directly.
- Awarded vendor receives payment directly from the participating Member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report otherwise).

Supplemental Agreements

The TIPS Member and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement.

INDEMNITY UNDER A SUPPLEMENTAL AGREEMENT:

ANY SUPPLEMENTAL AGREEMENT BETWEEN THE TIPS OR A TIPS MEMBER AND THE VENDOR THAT REQUIRES TIPS OR THE TIPS MEMBER TO INDEMNIFY ANY OTHER PARTY, EXCEPT TO THE EXTENT PERMITTED BY THE APPLICABLE CONSTITUTION, LAWS OR REGULATIONS OF THE JURISDICTION OF THE LOCATION OF THE TIPS MEMBER OR THE LOCATION OF THE PERFOMANCE OF THE CONTRACT UNDER THIS AGREEMENT, IS NOT PERMITTED UNDER THIS AGREEMENT AND RENDERS THE INDEMNITY REQUIREMENT NULL AND VOID AS IT APPLIES TO TIPS OR THE TIPS MEMBER'S RESPONSIBILTY TO INDEMNIFY ANY PARTY.

Licenses

Awarded vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject assignment of this agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

Site Requirements (Only when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Invoices

The awarded vendor shall submit invoices to the TIPS Member clearly stating "Per TIPS Agreement". The shipment tracking number or other applicable pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within the TIPS website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS and approval of which, shall not be unreasonably withheld by TIPS.

Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of three (3) years from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS. Tips shall bear the cost of such audit requested by TIPS, but all documents maintained by the vendor shall be produced and made available to TIPS or its agents at no cost.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Acceptance of work by TIPS Member

When a Vendor performs services for a TIPS Member, the TIPS Member will inspect the work for acceptance under the scope and terms in the PO. The TIPS Member will request any corrective actions that are required. Upon completion of these actions and not before, the TIPS Member will be obligated to compensate the Vendor as agreed.

Support Requirements

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Bonding

Only when applicable, performance bonds and payment bonds will be required on construction or labor required jobs. Awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order or Agreement.

Incorporation of Solicitation

The TIPS Solicitation, Request for Proposals, Request for Qualifications or the Request for Competitive Sealed Proposals solicitation and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO and/or an Agreement with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the PO and shall take precedence over those in the base Agreement.

Project Delivery Order Procedures

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this Agreement when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

Scheduling of Construction Projects (when applicable)

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

Special Terms and Conditions

It is the intent of TIPS to Agreement with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- Agreements: All orders made by TIPS Members to the awarded vendor must be
 emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order direct to
 vendor, it is the vendor's responsibility to forward the order to TIPS at the email above
 within three (3) business days and confirm its receipt with TIPS.
- <u>Promotion of Agreement</u>: It is agreed that Vendor will encourage all eligible entities to
 purchase from the TIPS Program. Encouraging entities to purchase directly from the
 Vendor and not through TIPS Agreement is a breach of this agreement terms and
 conditions and will result in termination and rescission of this agreement and removal of
 the Vendor from the TIPS Program.
- <u>Daily Order Confirmation</u>: All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS Member (customer) within two (2) business days.
- Vendor custom website for TIPS: If Vendor is hosting a custom TIPS Agreement catalog website, then any updated pricing must be posted by 1st of each month. Any increase in a "catalog" price, as defined herein, is not effective until it is published in the vendor's "catalog" as defined herein.
- <u>Back Ordered Products</u>: If product is not expected to ship within 7 business days, customer is to be notified within 24 hours of order receipt and appropriate action taken based on customer request.

Page 11 of 11 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

RFP 170803 Medical Equipment and Supplies

Company Name Dia Medical USA Egyponent LLC
Address 7013 Orchard Lake Rd, Ste #110
city West Bloomfeld State MI Zip 48322
Phone 248-855-3960 Fax 248-671-1550
Email of Authorized Representative <u>jambrose @diamedicalusa.com</u>
Name of Authorized Representative Gillian Peralta
Title President
Signature of Authorized Representative Selin Perau
Date 8/30/2017
TIPS Authorized Representative Name Meredith Barton
Title Vice-President of Operations
TIPS Authorized Representative Signature Meredith Bouton
Approved by ESC Region 8 Aard Wayne Fitte
Date 10/24/17

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information	Contact Information		Ship to Information		
Bid Creator Rick Powell General Counsel/Procurement Compliance Officer rick.powell@tips-usa.com Phone (903) 575-2689 Fax	Address	Region 8 Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686 Kristie Collins -	Address Contact Department		
Bid Number 170803 Title Medical Equipment and Supplies Bid Type RFP Issue Date 8/3/2017 03:02 PM (CT) Close Date 9/15/2017 03:00:00 PM (CT)	Department Building Floor/Room Telephone Fax Email	Contracts Support	Building Floor/Room Telephone Fax Email		
Supplier Information					
Company Address DiaMedical USA Equipment LLC 7013 Orchard Lake Rd Suite # 110 West Bloomfield, MI 48322	С				
Contact Jeff Ambrose Department Building Floor/Room					
Telephone (248) 855-3966 Fax (248) 671-1550 Email jambrose@diamedicalusa.com Submitted 9/13/2017 02:13:06 PM (CT) Total \$0.00					
By submitting your response, you certify that yo	ou are authori	zed to represent and bind	your company.		
Signature Jeff Ambrose		Email jambro	ose@diamedicalusa.com		
Supplier Notes					
Bid Notes					
Bid Activities					
Bid Messages					

‡	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	DiaMedical USA Equipment LLC
3	Primary Contact Name	Primary Contact Name	Jeff Ambrose
7	Primary Contact Title	Primary Contact Title	CEO
3	Primary Contact Email	Primary Contact Email	jambrose@diamedicalusa.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(248) 855-3966
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(248) 671-1550
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
12	Secondary Contact Name	Secondary Contact Name	Karen Graves
13	Secondary Contact Title	Secondary Contact Title	Customer Service
14	Secondary Contact Email	Secondary Contact Email	kgraves@diamedicalusa.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(248) 855-3966
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(248) 671-1550
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Gillian Peralta

19	Admin Fee Contact Email	Admin Fee Contact Email	jambrose@diamedicalusa.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(248) 855-3966
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Ashley Blasco
22	Purchase Order Contact Email	Purchase Order Contact Email	jambrose@diamedicalusa.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(248) 855-3966
24	Company Website	Company Website (Format - www.company.com)	diamedicalusa.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	27-0155770
26	Primary Address	Primary Address	7013 Orchard Lake Rd, Suite # 110
27	Primary Address City	Primary Address City	West Bloomfield
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	MI
29	Primary Address Zip	Primary Address Zip	48322
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Medical equipment and supplies, Medical equipment, medical supplies, medical
31	Yes - No	Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant. Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	
32	Yes - No	Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:	No
		(A) has its principal place of business in Texas;	
		OR	
		(B) employs at least 500 persons in Texas?	
33	Company Residence (City)	Vendor's principal place of business is in the city of?	West Bloomfield
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Michigan

35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37) Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice: State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony?	No
38	If your firm is owned or operated by the following individual(s) who has/have been convicted of a felony:	Please provide details of the conviction. This is not necessarily a disqualifying factor and the details of the conviction determines the eligibility. Providing false or misleading information about the conviction is illegal.	
39	Pricing Information:	Pricing information section. (Questions 39 - 43)	(No Response Required)
40	Discount Offered	What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? This is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.	0%
41	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
42	Yes - No	Vendor agrees to remit to TIPS the required administration fee? TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.	Yes
43	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	No

44	Start Time	Average start time after receipt of customer order is working days?	0
45	Years Experience	Company years experience in this category?	8
46	Resellers:	Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS. EXAMPLE: Walmart is a reseller of Samsung Electronics. If Samsung were a TIPS awarded vendor, then Samsung would list Walmart as a reseller. (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
47	Prices are guaranteed for?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
48	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	Yes
49	NON-COLLUSIVE BIDDING CERTIFICATE	By submission of this bid or proposal, the Bidder certifies that: 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the	(No Response Required)
		opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor: 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.	
50	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ	If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein-you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686	No
		You may find the Blank CIQ form on our website at:	
		Copy and Paste the following link into a new browser or tab:	
		https://www.tips-usa.com/assets/documents/docs/CIQ.pdf	
		Do you have any conflicts under this statutory requirement?	
51	Filing of Form CIQ	If yes (above), have you filed a form CIQ as directed here?	

Regulatory Standing

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

Yes

Regulatory Standing

Regulatory Standing explanation of no answer on previous question.

54 Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies (No Response Required) that:

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

55 Suspension or Debarment Instructions

Instructions for Certification:

- 1. By agreeing to the Attribute question #56, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
- 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 lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant 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," "participants," "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 lower tier participant agrees by submitting this form 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 department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" 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 Nonprocurement List.
- 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 department or agency with which this

(No Response Required)

transaction originated may pursue available remedies, including suspension and / or debarment.

Suspension or Debarment Certification

Debarment and Suspension (Executive Orders 12549 and Yes 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order

By submitting this offer and certifying this section, this bidder:

12549

Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

57 Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the

USDA Program Discrimination Complaint, Complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3)

email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)
All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your

Yes

proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

58 2 CFR PART 200 Contract Provisions Explanation Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al. In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain

provisions covering the following, as applicable.

(No Response Required)

59 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold Yes currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Does vendor agree?

60 2 CFR PART 200 Termination

Termination for cause and for convenience by the grantee Yes or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess

of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and

TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

61 2 CFR PART 200 Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Yes Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree?

62 2 CFR PART 200 Byrd Anti-Lobbying Amendment Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein. Does vendor agree?

63 2 CFR PART 200 Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

Yes

64 2 CFR PART 200 Procurement of Recovered Materials A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with

maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from

indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as

ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for

any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently

performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on

behalf of the State ... "The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in

the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to

indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated

damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified

with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree

to these terms?

Yes

65 Indemnification

66 Remedies The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue

and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution

of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived

under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any

issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a

prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee

equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and

will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if

signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

Remedies Explanation of No Answer

68 Choice of Law This agreement and any addenda or other additions and Yes all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any

contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of

irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter

have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in

any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting

from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph

with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to

waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section

may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.

Yes

Yes, I Agree

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

70 Alternative Dispute Resolution

Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding

mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue

cost.

Do you agree to these terms?

- 71 Alternative Dispute Resolution Explanation of No Answer
- 72 Infringement(s)

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved. Do you agree to these terms?

Yes, I Agree

Yes, I Agree

- 73 Infringement(s) Explanation of No Answer
- 74 Acts or Omissions

The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.

Do you agree to these terms?

- 75 Acts or Omissions Explanation of No Answer
- 76 Contract Governance

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Yes

77 Payment Terms and Funding Out Clause

Payment Terms:

Yes

TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body. See statute(s) for specifics or consult your legal counsel. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

78 Insurance and Fingerprint Requirements Information

Insurance

(No Response Required)

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: http://www.statutes.legis.state.tx.us/
If the vendor has staff that meet both of these criterion:
(1) will have continuing duties related to the contracted services: and

(2) has or will have direct contact with students Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at

NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled: Texas Education Code Chapter 22 Contractor Certification for Contractor Employees 79 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5. Texas Penal Code; (b)

(a) a relony offense under Title 5, Lexas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

- (1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
- (3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
- (4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Solicitation Deviation/Compliance

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation? Yes

None

81 Solicitation Exceptions/Deviations Explanation

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

82 Agreement Deviation/Compliance

Does the vendor agree with the language in the Vendor Agreement?

Ves

83 Agreement Exceptions/Deviations Explanation

If the proposing Vendor desires to deviate form the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

Line Items		
	Response Total:	\$0.00

DocuSign Envelope ID: 4CA618C2-1562-4A8A-B943-784C4EB809 ⁻	18
---	----

		2	
REFERENCES			

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. <u>DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.</u>

You may provide more than three (3) references.

Entity Name	Contact Person	Email	Phone	
Lone Star College	Manuela Sandoval	manuela.sandoval@lonestar.edu	936-273-7491	
West Coast University	Michelle Cross	miCross@westcoastuniversity.edu	214-453-4264	
Texas A&M University - Health Science Center	Alma Garay	agaray@tamhsc.edu	979-436-0160	
Victoria College	Monica Hamilton	monica.hamilton@victoriacollege.edu	(361) 573-3291 x3358	

Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Hold Orchard Lakerd, Steff 110

West Bloomfield, MT 48322

Name/Address of Organization

President

Name/Title of Submitting Official

Signature

August 30, 2017

Date

FELONY CONVICTION NOTICE

FOR RESPONSE TO TIPS SOLICITATION

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

I, the undersigned agent for the firm named below, certify that the information concerning

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A or B or C.

felony convictions has being knowledge.	een rev	iewed by me and the	following information furnished is truc
DiaMedical	USA	Equipment	LLC
Print Authori	zed Co	ompany Official's N	lame
s a publicly held corporati	on; the	refore, this reporting	requirement is not applicable.
ture of Authorized Con	pany (Official:	
not owned nor operated	by anyo	one who has been co	nvicted of a felony:
Signature of Authorized Company Official: Jeles S. Quette			
s owned or operated by th	e follov	wing individual(s) w	ho has/have been convicted of a felony:
e of Felon(s):			
ls of Conviction(s):			
may attach anther sheet			
	Print Authorical Print Authorical Print Authorical a publicly held corporation of Authorized Communication of Felon(s): Is of Conviction(s): Inay attach anther sheet	Print Authorized Company of ture of Felon(s):	DiaMedical USA Equipment Print Authorized Company Official's Management a publicly held corporation; therefore, this reporting of ture of Authorized Company Official: Interest of Authorized Company Official: South of Authorized Company Official: South of Sout

CERTIFICATION BY CORPORATE OFFERER

THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.
OFFERER: Dia Medical USA Equipment LLC (Name of Corporation)
I, Karen Graves certify that I am the Secretary of the Corporation (Name of Corporate Secretary)
named as OFFERER herein above; that (Name of person who completed proposal document)
who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as
(Title/Position of person signing proposal/offer document within the corporation)
of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.
CORPORATE SEAL if available
SIGNATURE SIGNATURE
August 30, 2017 DATE

Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

The Education Service Center Region 8 and TIPS Members anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

1. Will you be subcontracting any of your work under this award if you are successful? (Circle one)
YES or NO
2. If yes, do you agree to comply with the following federal requirements? (Circle one)
YES or NO
2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
(b) Affirmative steps must include:(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.
Company Name Dia Medical USA Equipment LLC
Print name of authorized representative Gillian Peral+a
Signature of authorized representative <u>Sclin Olyana</u>
Date 813012017

Texas Government Code 2270 Verification Form

Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq.

The relevant section addressed by this form reads as follows:
Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A
governmental entity may not enter into a contract with a company for goods or services unless
the contract contains a written verification from the company that it: (1) does not boycott Israel;
and (2) will not boycott Israel during the term of the contract.

I, Gillian Peralta	as an authorized representative of
Dia Medical USA Equipment Insert Name of Company	LCC, a contractor/vendor
engaged by	

ESC Region 8/The Interlocal Purchasing System (TIPS) 4845 Highway 271 North Pittsburg, TX, 75686

verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Signature of Named Authorized Company Representative

Date

FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Tex Gov't Code or other law(s), you must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission. (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District

receives a Public Information Request.) Education Service Center Region 8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texa Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.					
I <u>DO NOT</u> desire to expressly waive to the competitive procurement processith our response to Education Serviclassify and deem confidential under confidential treatment of the enclosed	ess (e.g. RFP, CSP, 1 ce Center Region 8 Texas Gov't Code S	Bid, RFQ, etc.) I and TIPS. The a	by completin	ng the following and submitti ains material from our propo	ng this sheet sal that I
Name of company claiming confid	dential status of m	aterial			
Printed Name, Title, and Signatur	e of authorized con	mpany officer	claiming co	nfidential status of materia	<u></u> il
Address	City	State	ZIP	Phone	Managaga
ATTACHED ARE COPIES OF _	PAGES C	F CONFIDEN	ITIAL MA	TERIAL FROM OUR PRO)POSAL
Express Waiver: I desire to expension our response to the compete following and submitting this sheet to expension of company expressly waive	itive procurement et with our respons	process (e.g. R se to Education	LFP, CSP, E Service Co	Bid, RFQ, etc.) by completi	
Calli on Peralta Printed Name, Title, and Signatur		mpany officer	expressly w	vaiving confidential status	 of material
7013 Mochard Lake					322
			ć	248 - 858- 3961	9

Rev. 10/14



HUB Subcontracting Plan (HSP) QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

>	If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
П	Section 1 - Respondent and Requisition Information
	Section 2 a Yes, I will be subcontracting portions of the contract
H	Section 2 b List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors
$\overline{\Box}$	Section 2 c Yes
H	Section 4 - Affirmation
	GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
>	If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a <u>continuous contract</u> in place for five (5) years or less <u>meets or exceeds</u> the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements"; complete:
	Section 1 - Respondent and Requisition Information
	Section 2 a Yes, I will be subcontracting portions of the contract
	Section 2 b List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB
	vendors and Non-HUB venders
	Section 2 c No
	Section 2 d Yes
	Section 4 - Affirmation
	GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
>	If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a <u>continuous contract</u> in place for five (5) years or less <u>does not meet or exceed</u> the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements"; complete:
	Section 1 - Respondent and Requisition Information
	Section 2 a Yes, I will be subcontracting portions of the contract
	Section 2 b List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to Texas certified HUB vendors
	and Non-HUB vendors
	Section 2 c No
	Section 2 d No
	- Third Control of the Control of th
	GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
>	If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete:
	Section 1 - Respondent and Requisition Information
	Section 2 a No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
	Section 3 - Self Performing Justification
	Section 4 - Affirmation

*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or pald during the term of the contract Is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "hew" contracts.



In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders' contracts,
- · 32.9 percent for all special trade construction contracts,
- 23.7 percent for professional services contracts,
- · 26.0 percent for all other services contracts, and
- 21.1 percent for commodities contracts.

- - Agency Special Instructions/Additional Requirements - -

		Agency operior matroctoms/Augmental Requirements	
	In acc	cordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HI	JBs for its
		ontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or	
		fic HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs we have been been been been been been been be	
		ubcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years o y for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Dispa	
l	quanty	y for friedding the first gods. This infiniation is designed to embodrage vertool foldation as recommended by the 2003 fexas bispa	ity Olddy.
-			
1			
			ļ
	SEC	TION-1: RESPONDENT AND REQUISITION INFORM	
	a.	Respondent (Company) Name: Dia Medical USA Equipment LLC State of Texas VID#: 1-27	0155770-9
		Divident Calling Docatto	
		Printer Contact. Contact Printer 276-633	
		E-mail Address: 1ambrose adianedicalusa. com Fax #: 248-671-	-15SO
	b.	Is your company a State of Texas certified HUB? - Yes - No	
			/Dais
	c.	Requisition #: 170803 Bid Open Date: 09/15	1
		(mm/dd/yyy))

Enter your company's name here:	Dialledical USA Equipment LLCR	equisition #: 170803

SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

- a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:
 - Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b, of this SECTION and continue to Item c of this SECTION.)

 No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If No, continue to SECTION 3 and SECTION 4.)
- b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

		ни	Non-HUBs		
Item#	Subcontracting Opportunity Description	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.	
1	Equipment/Goods (Catalog) Services (if applicable)	0 %	O %	(00 %	
2	Services (if apolicable)	O %	O %	100%	
3	(4	%	%	%	
4		%	%	%	
5		%	%	%	
6		%	%	%	
7		%	%	%	
8		%	%	%	
9		%	%	%	
10		%	%	%	
11		%	%	%	
12		%	%	%	
13		%	%	%	
14		%	%	%	
15		%	%	%	
	Aggregate percentages of the contract expected to be subcontracted:	0 %	%	100 %	

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/).

- c. Check the appropriate box (Yes or No) that indicates whether you will be using <u>only</u> Texas certified HUBs to perform <u>all</u> of the subcontracting opportunities you listed in SECTION 2, Item b.
 - ☐ Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

 No (If No, continue to Item d, of this SECTION.)
- d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract* in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".
 - Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

 No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

*Continuous Contract: Any existing written agreement (Including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into 'new' contracts.

Enter your company's name here: Dia Medical USA Favi ament LLC Requisition #: 170803

SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT (CONTINUATION SHEET)

a. This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

		ни	Bs	Non-HUBs
Item #	Subcontracting Opportunity Description	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	%	O %	(00 %

*Continuous Contract; Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: Dia Medical USA Equipment LLC Requisition #: 170803
SECTION-3: SELF PERFORMING JUSTIFICATION (If you responded 'No 'to SECTION 2, Item 2, you must complete this SECTION and continue to SECTION 4)
Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.
 Yes (If Yes, in the space provided below list the specific page(s)/section(s) of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.) No (If No, in the space provided below explain how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)
OF ATION A Design

SECTION-4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature Signature

91 1100 Pera To

12010017

08/30/2017

Date (mm/dd/yyyy)

Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

Rev. 10/14

HSP Good Faith Effort - Method A (Attachment A)

Enter your company's name here:	DiaMedical	USA Equipo	Nent UCRequisition #:	(70803_

IMPORTANT: If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for <u>ach</u> of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf.

SECTION A-1: SUBCONTRACTING OPPORTUNITY Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed H&P form for which you are completing the attachment. Item Number: _____ Description:

SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB

Company Name	Texas certified HU	VID Number (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	□- Yes □ - I	lo	\$	%
	□-Yøs □-I	lo	\$	%
	□ - Yes □ - I	lo	\$	%
	□-Yes □-I	lo	\$	%
	□-Yes □-I	lo	\$	%
	□-Yes □-I	lo	\$	%
	□-Yes □-I	lo	\$	%
	□-Yes □-I	lo	\$	%
	□-Yes □-I	lo	\$	%
	□-Yes □-I	lo	\$	%
	☐ - Yes ☐ - I	lo	\$	%
	□-Yes □-I	lo	\$	%
	□-Yes □-I	lo	\$	%
	□ - Yes □ - I	lo	\$	%
	☐ - Yes ☐ -1	lo	\$	%
	Yes I	lo	\$	%
	-Yes	lo	\$	%
	☐ - Yes ☐ - I	lo	\$	%
	-Yes -I	lo	\$	%
	☐ - Yes ☐ - I	lo	\$	%
	□-Yes □-	No	\$	%
	-Yes -	No	\$	%
	-Yes -	lo l	\$	%

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

Page 1 of 1 (Attachment A)

HSP Good Faith Effort - Method B (Attachment B)

Rev. 10/14

Enter your company's name here: Dia Medica I USA Favi prov	intuc 1	Requisition #: 17	0803				
IMPORTANT: If you responded "Yes" to SECTION 2, Items c or d of the completed HSF Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION page or download the form at http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-section	2, Item b of the cor	mpleted HSP form, You					
SECTION B-1: SUBCONTRACTING OPPORTUNITY Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.							
Item Number: Description: Equipmen + 1 (5000)							
SECTION B-2: MENTOR PROTÉGÉ PROGRAM If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitt subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a grapecific portion of work.							
Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the por	tion of work you listed	d in SECTION B-1 to y	our Protégé.				
☐ - Yes (If Yes, to continue to SECTION B-4.)							
No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECT	ION B-4.)						
SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY							
When completing this section you <u>MUST</u> comply with items <u>a, b, c and d</u> , thereby demonstrating trade organizations or development centers about the subcontracting opportunity you listed information regarding the location to review plans and specifications, bonding and insurance When sending notice of your subcontracting opportunity, you are encouraged to use the attache online at http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan .	in SECTION B-1. requirements, requirements.	Your notice should in red qualifications, and	iclude the score identify a conf	pe of work, tact person.			
Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal of state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.							
Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at https://mycpa.state.tx.us/tpasscmblsearch/index.jsp . HUB Status code "A" signifies that the company is a Texas certified HUB.							
b. List the https://exas.certified HUBs you notified regarding the subcontracting opportunity number, the date you sent notice to that company, and indicate whether it was responsive to	you listed in SECTIOn non-responsive to	N B-1. Include the cor your subcontracting or	mpany's Vendo oportunity notic	r ID (VID) e.			
Company Name	VID Number	Date Notice Sent (mm/dd/yyyy)	Did the HUB	Respond?			
			☐ - Yes	□-No			
			☐ - Yes	☐ - No			
			☐ - Yes	□ - No			
c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to the assist in identifying potential HUBs by disseminating the subcontracting opportunity to the different time period, you must provide your subcontracting opportunity notice to trade organisations your bid response to the contracting agency. A list of trade organizations and defect of subcontracting opportunities is available on the Statewide HUB Program's webpage at							

Page 1 of 2 (Attachment B)

Rev. 10/14

HSP Good Faith Effort - Method B (Attachment B) Cont.

CTION B-42 SUBCONTRACTOR SELECTION art he item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing attachment. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page. Item Number: Description: List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indic whether the company is a Texas certified HUB. Company Name Texas certified HUB YID Number (Required if Texas Certified HUB) Texas certified HUB YID Number (Required if Texas Certified HUB) Form for which you are completing attachment B continuation page. Expected Percentage of Contract Percentage of Contract Percentage of Contract Percentage of Contract Percentage of Contract Percentage of Contract Percentage of Contract Percentage of Contract Percentage of Contract Percentage of Contract Percentage of Contract Percentage of Contract Percentage of Contract	ter your company's name here:			Requi	sition #:	
Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page. Item Number: Description:		ity you listed in SECTIO	ON 2, Item I	b, of the completed	HSP form for which y	ou are completing
List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indiction whether the company is a Texas certified HUB. Company Name	Enter the item number and description of the subcontracting opp	portunity for which you	are complet	ting this Attachment	B continuation page.	
Texas certified HUB Required If Texas Approximate Percentage of	List the subcontractor(s) you selected to perform the subcontra HUB and their VID number, the approximate dollar value of the					
Yes	Company Name	Texas certi	fied HUB	(Required If Texas		Percentage of
-Yes		□ - Yes	□ - No		\$	%
- Yes		☐ - Yes	□ - No		\$	%
- Yes		□ - Yes	□ - No		\$	%
- Yes		□ - Yes	□-No		\$	%
- Yes		□ - Yes	□ - No		\$	%
□ - Yes □ - No \$ %		☐ - Yes	□ - No		\$	%
□-Yes □-No \$ % □-Yes □-No \$ % If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide we have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide we have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide we have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide we have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide we have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide we have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide we have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide we have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide we have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide we have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide we have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide we have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide we have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide we have selected to the subcontracting the subcontrac		☐ - Yes	□ - No		\$	%
If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is <u>not</u> a Texas certified HUB, provide <u>w</u>		☐ - Yes	☐ - No		\$	%
If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is <u>not</u> a Texas certified HUB, provide <u>w</u>		□-Yes	☐ - No		\$	%
If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is <u>not</u> a Texas certified HUB, provide <u>writers</u>		□-Yes	🗆 - No		\$	%
			ty you liste	d in SECTION B-1 i	s <u>not</u> a Texas certifie	d HUB, provide <u>wri</u>

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

Page 2 of 2 (Attachment B)

HSP Good Faith Effort - Method B (Attachment B)

Rev. 10/14

Enter your company's name here: DraMedical USA Equipme	Ot UC	Requisition #: 그구	0803	
IMPORTANT: If you responded "Yes" to SECTION 2, Items c or d of the completed HS Method B (Attachment B)" for <u>each</u> of the subcontracting opportunities you listed in SECTION page or download the form at <a href="http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-state.tx.us/procurement/prog/hub/hub-state.tx.us/procurement/prog/hub/hub-state.tx.us/procurement/prog/hub/hub-state.tx.us/procurement/prog/hub/hub-state.tx.us/procurement/prog/hub/hub-state.tx.us/procurement/prog/hub/hub-state.tx.us/procurement/prog/hub/hub-state.tx.us/procurement/prog/hub/hub-state.tx.us/procurement/prog/hub/hub-state.tx.us/procurement/prog/hub/hub-state.tx.us/procurement/prog/hub/hub-state.tx.us/procurement/prog/hub/hub-state.tx.us/procurement/prog/hub/hub-state.tx.us/procurement/prog/hub/hub-state.tx.us/procurement/p</td><td>2, Item b of the cor</td><td>mpleted HSP form, You</td><td></td><td></td></tr><tr><td>SECTION B-1: SUBCONTRACTING OPPORTUNITY Enter the item number and description of the subcontracting opportunity you listed in SECTIO the attachment.</td><td>N 2, Item b, of the co</td><td>mpleted HSP form for</td><td>which you are</td><td>completing</td></tr><tr><td>Item Number: Description: Servi QD</td><td></td><td></td><td></td><td></td></tr><tr><td>SECTION B-2: Mentor Protégé Program</td><td></td><td></td><td></td><td></td></tr><tr><td>If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submit subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a gaspecific portion of work.</td><td>ting its Protégé (Proté
good faith effort to sub</td><td>egé must be a State of
econtract with a Texas</td><td>Texas certified certified HUB t</td><td>d HUB) as a
cowards that</td></tr><tr><td>Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the po</td><td>rtion of work you liste</td><td>d in SECTION B-1 to y</td><td>our Protégé.</td><td></td></tr><tr><td>- Yes (If Yes, to continue to SECTION B-4.)</td><td></td><td></td><td></td><td></td></tr><tr><td>No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SEC</td><td>TION B-4.)</td><td></td><td></td><td></td></tr><tr><td>SECTION B-3: Notification Of Subcontracting Opportunity</td><td></td><td></td><td></td><td></td></tr><tr><td>When completing this section you <u>MUST</u> comply with items <u>a, b, c and d</u>, thereby demonstrat trade organizations or development centers about the subcontracting opportunity you liste information regarding the location to review plans and specifications, bonding and insurance when sending notice of your subcontracting opportunity, you are encouraged to use the attache online at http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan .	d in SECTION B-1. e requirements, requi	Your notice should in red qualifications, and	clude the sco identify a con	pe of work, tact person.
Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence or organizations or development centers. Also, be mindful that a working day is considered a non state holidays, or days the agency is declared closed by its executive officer. The initial day the the trade organizations or development centers is considered to be "day zero" and does not cou	mal business day of a subcontracting oppo	state agency, not inclinate in the state agency, not inclinate inclinate in the state agency, not inclinate inclinate in the state agency, not inclinate inclinat	uding weekend	s, federal o
a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 agency specified a different time period, you must allow the HUBs at least seven (7) wo response to the contracting agency. When searching for Texas certified HUBs, ensure tha and Historically Underutilized Business (HUB) Search directory located at http://mycpa.stat the company is a Texas certified HUB.	rking days to respond tyou use the State of	d to the notice prior to Texas' Centralized Ma	your submittir aster Bidders L	ng your bid list (CMBL)
b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity number, the date you sent notice to that company, and indicate whether it was responsive				
Company Name	VID Number	Date Notice Sent (mm/dd/yyyy)	Did the HUB	Respond?
			☐ - Yes	□ - No
			☐ - Yes	☐ - No
			- Yes	☐ - No
 c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to assist in identifying potential HUBs by disseminating the subcontracting opportunity to different time period, you must provide your subcontracting opportunity notice to trade organ submitting your bid response to the contracting agency. A list of trade organizations and d of subcontracting opportunities is available on the Statewide HUB Program's webpage at 				

Rev. 10/14

HSP Good Faith Effort - Method B (Attachment B) Cont.

Enter your company's name here: Requisition #:					
ECTION B-4: SUBCONTRACTOR SELECTION ter the item number and description of the subcontracting opportunity you attachment.	ı listed in SECTIC	N 2, Item	b, of the completed h	HSP form for which y	ou are completing
Enter the item number and description of the subcontracting opportuni Item Number: Description:	ity for which you a	re comple	ting this Attachment	B continuation page.	
List the subcontractor(s) you selected to perform the subcontracting HUB and their VID number, the approximate dollar value of the work whether the company is a Texas certified HUB.					
Company Name	Texas certif	ed HUB	VID Number (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	□ - Yes	□ - No		\$	%
	☐ - Yes	□ - No		\$	%
	- Yes	□ - No		\$	%
	🗆 - Yes	□ - No		\$	%
	□ - Yes	□ - No		\$	%
	- Yes	□ - No		\$	%
	☐ - Yes	□ - No		\$	%
	□ - Yes	□ - No		\$	%
	□-Yes	□ - No		\$	%
	□-Yes	☐ - No		\$	%
If any of the subcontractors you have selected to perform the subcontribution for your selection process (attach additional page if neces) If any of the subcontractors you have selected to perform the subcontribution for your selection process (attach additional page if neces). If any of the subcontractors you have selected to perform the subcontribution for your selection process (attach additional page if neces).	racting opportunit sary):	y you liste	d in SECTION B-1 is	s <u>not</u> a Texas certified	d HUB, provide <u>writt</u>
EMTINDED: As assetted to OFOTION A state of the LUCKOR of					

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to <u>all</u> the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

Page 2 of 2

(Attachment B)

HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1, Submit your response to the point-of-contact referenced in Section A.

SECTION. A				
SECTION: A PRIME	CONTRACTOR'S INFORMATION			
Company Name		ipment LC		:1-27-01557-7
Point-of-Contact	: Gillian Peralta	V	Phone #	248-855-3966
E-mail Address	: jam brose@diamedic	aluna-com	Fax #	#: <u>248-671-1880</u>
SECTION: B CONTR	ACTING STATE AGENCY AND REQUISITION	N INFORMATION		
Agency Name	:		· · · · · · · · · · · · · · · · · · ·	
Point-of-Contact	:		Phone #	
Requisition #	:		Bid Open Date:	
				(mm/dd/yyyy)
	NTRACTING OPPORTUNITY RESPONSE D	UE DATE, D ESCRIPTION, R	EQUIREMENTS AND RELA	TED INFORMATION
. Potential Subconti	ractor's Bid Response Due Date:			
·-	vould like for our company to consider your comp	Secretaria and the second secretaria and second sec	g opportunity identified below in	Item 2,
	we must receive your bid response no later than			
		Central Time	Date (mm/dd/yyyy)	
Asian Pacific Ame Administrative Cod (A working day is o	orican, Black American, Hispanic American e, §20.11(19)(C). considered a normal business day of a state a	, Native American, Woman gency, not including weekend	ds, federal or state holidays, c	or days the agency is
Asian Pacific Ame Administrative Cod (A working day is of declared closed by organizations or dec	orican, Black American, Hispanic American e, §20.11(19)(C).	, Native American, Woman gency, not including weekenc poontracting opportunity notice	, Service Disabled Veteran) ds, federal or state holidays, c e is sent/provided to the HU	or days the agency is
Asian Pacific Ame Administrative Cod (A working day is of declared closed by organizations or dec	erican, Black American, Hispanic American e, §20.11(19)(C). considered a normal business day of a state a vits executive officer. The initial day the sub- velopment centers is considered to be "day zero	, Native American, Woman gency, not including weekenc poontracting opportunity notice	, Service Disabled Veteran) ds, federal or state holidays, c e is sent/provided to the HU	or days the agency is
Asian Pacific Ame Administrative Cod (A working day is of declared closed by organizations or dec	prican, Black American, Hispanic American e, §20.11(19)(C). considered a normal business day of a state at its executive officer. The initial day the subvelopment centers is considered to be "day zeropportunity Scope of Work:	, Native American, Woman gency, not including weekenc poontracting opportunity notice	, Service Disabled Veteran) ds, federal or state holidays, c e is sent/provided to the HU	or days the agency is
Asian Pacific Ame Administrative Code (A working day is of declared closed by organizations or dec	prican, Black American, Hispanic Americane, § 20.11(19)(C). considered a normal business day of a state at its executive officer. The initial day the subvelopment centers is considered to be "day zeroportunity Scope of Work:	, Native American, Woman gency, not including weekenc poontracting opportunity notice	, Service Disabled Veteran) ds, federal or state holidays, c e is sent/provided to the HU	or days the agency is less and to the trade

SAM Search Results List of records matching your search for: Record Status: Active

CAGE Code: 5VRM4

Functional Area: Entity Management, Performance Information

ENTITY Diamedical USA Equipment LLC

Status:Active

DUNS: 831519546

+4:

CAGE Code: 5VRM4

DoDAAC:

Expiration Date: May 26, 2018 Has Active Exclusion?: No

Debt Subject to Offset?: No

Address: 7013 ORCHARD LAKE RD STE 110

City: WEST BLOOMFIELD ZIP Code: 48322-3692

State/Province: MICHIGAN Country: UNITED STATES

small business certification

DiaMedical USA

Cage Code: 5VRM4

DiaMedical USA Equipment LLC - Warranty

All DiaMedical USA Equipment LLC products offer a 1-year limited warranty, or the manufacturer's warranty, whichever is longer.

DiaMedical USA Equipment LLC - Catalog

Please use the following link to access our catalog (We were unable to upload the catalog directly due to file size limitations): http://diamedicalusa.com/Catalog.pdf

Paper copies can be supplied upon request. Please contact Karen Graves to request a paper copy: Phone - (248) 855-3966, Email: kgraves@diamedicalusa.com

195-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

April Session of the April Adjourned

Term. 20 20

County of Boone

} ea.

In the County Commission of said county, on the

28th

day of

April

2020

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number One to contract CC160735003 – Law Enforcement/Public Safety Gear, Supplies, Equipment – Ed Roehr Safety Products Company.

Terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number One.

Done this 28th day of April 2020.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

Daniel Stwill

Fred J. Park

District I Commissioner

Janet M. Thompson

District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO Director of Purchasing



613 E. Ash St., Room 110 Columbia, MO 65201 Phone: (573) 886-4391 Fax: (573) 886-4390

MEMORANDUM

TO:

Boone County Commission

FROM:

Melinda Bobbitt, CPPO, CPPB

DATE:

March 18, 2020

RE:

Amendment Number One – CC160735003 - Law Enforcement / Public

Safety Gear, Supplies, Equipment - Ed Roehr Safety Products Company

Contract CC160735003 - Law Enforcement / Public Safety Gear, Supplies, Equipment was approved by commission for award to Ed Roehr Safety Products Company on August 29, 2017, commission order # 387-2017.

This amendment adds the Federal Emergency Management Agency (FEMA) requirements to our contract for federal assistance procurements. This will allow Boone County to receive reimbursement by FEMA for procurements related to COVID-19 Emergency Declaration.

This is a Term and Supply contract utilized by our Sheriff Department.

cc:

Contract File

195-2020
Commission Order #:
Date:

CONTRACT AMENDMENT ONE FOR LAW ENFORCEMENT / PUBLIC SAFETY GEAR, SUPPLIES, EQUIPMENT

The Agreement CC160735003 dated August 29, 2017 made by and between Boone County, Missouri and Ed Roehr Safety Products Company for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1. In order for the County to receive reimbursement by the Federal Emergency Management Agency (FEMA) for federal assistance procurements, the attached procurement requirements are being added to the contract. (i.e. COVID-19 Emergency Declaration).
- Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

ED ROEHR SAFETY PRODUCTS CO	MPANY	BOONE COUNTY, MISSOURI
By: Muse Wolf Title: Iresident		By: Boone County Commission DocuSigned by: Jan Carlot BAGBSS4CEDDE4EB. Presiding Commissioner
APPROVED AS TO FORM: DocuSigned by: Habbare		ATTEST: Docusigned by: Brianna L Lunnon by MT
County Counselor		County Clerk
unencumbered appropriation balance exis	its and is avail tract is not req	RSMo 50.660, I hereby certify that a sufficient able to satisfy the obligation(s) arising from this uired if the terms of this contract do not create a
DocuSigned by: Dune Press of the jej	4/20/2020	1251, 2901 / 23300 - Term & Supply
Signature	Date	Appropriation Account

REQUIRED CLAUSES FROM FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

ACCESS TO RECORDS

The following access to records requirements applies to the contract:

- 1. The contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 3. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors who apply or bid for an award of \$100,000 or more shall file the required, attached certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- a. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fail SECTION 5 ATTACHMENTS RFP Number: 18-0905 73
- 3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT (\$100K+)

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

ENERGY POLICY AND CONSERVATION ACT

Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). **Executive Order 11061**, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

ROYALTIES AND PATENTS

The contractor hereby guarantees that they has full legal right of materials, supplies, equipment, machinery, articles, software or things involved in the contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that are, in any way, involved in the contract. It shall be the responsibility of the contractor to pay for all such royalties and costs. The contractor shall hold and save Boone County, Missouri, its officers, agents, servants and employees, harmless from liability of any kind or nature, including reasonable attorney's fees, for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract. During the pendency of any claim against contractor of County with respect to contractor's ownership and/or authority, the County may withhold payment of any sums otherwise required to be paid hereunder.

CONFIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT PROHIBITION

- a. The contractor agrees that all information, data, findings, recommendations, bids, et cetera by whatever name described and in whatever form secured, developed, written or produced by the contractor in furtherance of this contract shall be the property of the County. The contractor shall take such action as is necessary under law to preserve such property rights of the County while such property is within the control and/or custody of the contractor. By this contract, the contractor specifically waives and/or releases to the County any cognizable property right of the contractor to copyright, license, patent or otherwise use such information, data, findings, recommendations, responses, et cetera.
- b. The contractor understands and agrees that data, materials, and information disclosed to contractor may contain confidential and protected data. Therefore, the contractor promises and assures that data, material, and information gathered, based upon or disclosed to the contractor for the purpose of this contract, shall not be disclosed to others or discussed with other parties without the prior written consent of the County.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- 3. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request. of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- 4. <u>Subcontracts</u>. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

DEBARMENT AND SUSPENSION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.

Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the vendor must certify the following, as required by the regulations implementing Executive Order 12549. Contractor's certification is a material representation upon which the contract award was based.

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

Instructions for Certification

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification 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 lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had 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 meaning set out in the Definitions and Coverages 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 lower tier participant agrees by submitting this response 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, 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 Federal Procurement and Non-procurement 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 proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is 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 lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

DHS SEAL, LOGOS AND FLAGS

The contractor shall not use the DHS seals, logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

EQUAL EMPLOYMENT OPPORTUNITY (\$10K+)

For all construction contracts awarded in excess of \$10,000, both parties hereby agree to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as SECTION 5 ATTACHMENTS RFP Number: 18-0905 76 provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to the contract.

COPELAND "ANTI-KICKBACK" ACT (for all construction and repair)

For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

DAVIS-BACON ACT (Construction \$2K+)

<u>Applicability of Davis-Bacon Act</u> - The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

For all construction contracts awarded in excess of \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).

SECTIONS 103 AND 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-(construction, \$2K+; employment of mechanics/laborers, \$2,500+)

For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).

REMEDIES

The County shall have all rights and remedies afforded under the U.C.C. and Missouri law in contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

TERMINATION

Subject to the provisions below, this Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

Termination for Convenience - The County may terminate the Contract for convenience at any time in which case the parties shall negotiate reasonable termination costs.

Termination for Cause - In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

Termination Due to Unavailability of Funds in Succeeding Fiscal Years - If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

CHANGES

Alterations, amendments, changes, modifications or additions to the contract shall not be binding on the County without prior written approval.

PROCUREMENT OF RECOVERED MATERIALS

In the performance of the contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products.htm.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Signature	Date	

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

April Session of the April Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

28th

day of

April

2020

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached Agreement for Purchase of Services between Boone County and Coyote Hill Christian Children's Home for Emergency Shelter.

Terms of the agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 28th day of April 2020.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Daniel Atwill

Daniel K. Atwill

Presiding Commissioner

District I Commissioner

Jane M. Thompson

District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO Director of Purchasing



613 E. Ash, Room 110 Columbia, MO 65201 Phone: (573) 886-4391

Fax: (573) 886-4390

MEMORANDUM

TO:

Boone County Commission

FROM:

Melinda Bobbitt, CPPO, CPPB

DATE:

April 22, 2020

RE:

Emergency Purchase Agreement: 16-30SEP20E - Coyote Hill Transitional

Shelter Subsidy

Attached for signature is a contract for a non-bid, emergency services contract: 16-30SEP20E - Coyote Hill Transitional Shelter Subsidy. This contract will provide transitional shelter during COVID-19 pandemic.

Contract is with Coyote Hill Children's Christian Home of Harrisburg, Missouri. Total cost of agreement is \$58,867.20 and will be paid from department 2130 - Community Health / Med (Hospital Lease), account 71100 - Outside Services. Cost of service is \$10.22/hour/individual, for a total of 5,760 hours.

We currently have a remaining budget of \$179,650.

cc:

Contract File



AGREEMENT FOR PURCHASE OF SERVICES

Purchase of Emergency Service Contract COYOTE HILL TRANSITIONAL SHELTER SUBSIDY

	20+6	April	
THIS AGREEMENT dated the	28th ————	day of	, 2020 is made
between Boone County, Missouri, a _I	political s	subdivision of the State	of Missouri through the
Boone County Commission, hereinaf	ter called	d "County" and Coyote	Hill Christian Children's
Home a tax-exempt, not organized for	or profit	organization or govern	mental entity, hereinafter
referred to as Coyote Hill.			

WHEREAS, as part of an amendment to the lease agreement dated December 27, 2006, between Boone County Hospital and Barnes Jewish Christian, the County of Boone receives \$500,000 annually for the purposes of addressing community health needs, as determined by the Boone County Commission.

WHEREAS, the County desires to support the greatest possible level of independence and self-sufficiency of Boone County residents by promoting their physical, mental, and social well-being to cultivate a safe and healthy community.

WHEREAS, Coyote Hill has submitted a quote to the County detailing the services and other supports to be provided along with the expected costs thereof; and

WHEREAS, the County has approved the quote in whole or in part as hereinafter set forth.

IN CONSIDERATION of the parties' performance of the respective obligations contained herein, the parties agree as follows:

FUNDING ALLOCATION FOR SERVICES RENDERED BY COYOTE HILL

Coyote Hill is expected to the greatest extent possible to maximize funding from all other sources. Coyote Hill shall periodically, upon request, furnish to the County information as to its efforts to obtain such other sources of funding. Coyote Hill shall only request reimbursement for services not reimbursable by any other source. Coyote Hill shall not invoice the County for units of service invoiced to another funding source. Coyote Hill shall provide documentation and assurance to the County that requests for reimbursement from the Community Health Fund (CHF) is not a duplication of reimbursement from any other source of funding.

- 1. *County Funding Policy*. The County Funding Policy is to be taken as part of this formal contract and is incorporated as if fully set forth herein.
- 2. **Contract Documents.** Coyote Hill will perform the services and carry out the activities as set forth in this agreement. This agreement shall consist of Boone County Emergency Declaration Number **16-30SEP20E** (COVID-19), Coyote Hill's quote, Work Authorization, Insurance Certificate and attached Required Clauses from Federal Emergency Management Agency. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions, and requirements contained in this Agreement shall prevail and control over Coyote Hill's quote.
- 3. *Purchase*. The County agrees to purchase from Coyote Hill and Coyote Hill agrees to furnish Coyote Hill Transitional Shelter Subsidy, as described and in compliance with the attached quote. Services/deliverables shall be provided as outlined in the attached quote to cover excess expenses for transitional shelter during COVID-19. Coyote Hill shall receive foster care reimbursement payments from the Missouri Department of Social Services (MO DSS) first in addition to submitting invoices to the Boone County Children's Services Fund's Therapeutic Interventions contract through RFP #34-18JUL19 for Therapeutic Mentoring, Individual Therapy Child and Case Management. The total allowable compensation under this agreement shall not exceed \$58,867.20 unless compensation for specific identified additional services is authorized and approved by the County in writing in advance of rendition of such services for which additional compensation is requested.
- 4. **Contract Duration.** This agreement shall commence on the date of March 30, 2020 and extend for the period of sixty (60) days subject to the provisions for termination specified below. Coyote Hill agrees and understands that the County may require supplemental information to be submitted at the request of the County.

This contract may at the sole discretion of the County and with the agreement of Coyote Hill be extended for one-month periods by written order of the County. Coyote Hill agrees and understands that the County may require supplemental information to be submitted by Coyote Hill prior to any renewal of this agreement.

5. **Billing and Payment.** For the Purchase of Service Contract, the unit rate for services is the mutually agreed upon unit rate as provided in the table below.

Service Description	Unit Measurement	Unit Rate	Proposed # of Units	Total Amount Requested
Transitional Shelter	1 hour/individual	\$10.22	5,760	\$58,867.20

All billing shall be invoiced to the County monthly by the 10th of the month following the month for which services were provided. The County agrees to pay all monthly statements within thirty days of receipt of a correct and valid invoice/monthly statement. In the event of a billing

dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of Coyote Hill, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. **Availability of Funds.** Payments under this contract are dependent upon the availability of funds or as otherwise determined by the County. This contract can be terminated if funding becomes unavailable in whole or in part for cause shown, and the County shall have no obligation to continue payment.

REPORTING, MONITORING, AND MODIFICATION

- 7. **Reporting.** The County shall utilize this agreement with Coyote Hill's quote to monitor service delivery and program expenditures. Coyote Hill agrees to submit to the County a monthly report with the monthly statement. Payments may be withheld from Coyote Hill if reports designated here are not submitted on time, until such time as the reports are filed and approved. Monthly reporting requirements will include but are not limited to information regarding the number of unduplicated individuals served, consumer demographics, number of units provided, overview of services provided and summary of applicable funding sources invoiced for services provided.
- 8. Audits. Coyote Hill also agrees to make available to the County a copy of its annual audit within four months after the close of Coyote Hill's fiscal year. The audit must be performed by an independent individual or firm licensed by the Missouri State Board of Accountancy. The audit is to include a complete accounting for funds covered by this agreement in accordance with generally accepted accounting principles. In addition, the County requires that the management report of any audit as it relates to the County program activities be made available to the County as part of the required audit. Payment may be withheld from Coyote Hill, if reports designated here are not made available upon request.
- 9. *Monitoring*. Coyote Hill agrees to permit the County, the Director of the Community Services Department and any staff of the Community Services Department, or designee of the County to monitor, survey and Coyote Hill's services, activities, programs, and client records, to determine compliance and performance with this contract, except as prohibited by laws protecting client confidentiality. In addition, Coyote Hill hereby agrees that, upon notice of forty-eight (48) hours, it will make available to the County or its designee(s) all records, facilities, and personnel, for auditing, inspection, and interviewing, to determine the status of service, activities and programs covered hereunder, expenditure of CHF funds and all other matters set forth in the contract.
- 10. **Modification or Amendment.** In the event Coyote Hill requests to make any change, modification, or an amendment to funded services, one-time items, activities, and/or programs covered by this contract, a request of the proposed modification or amendment must be submitted in writing to the Director of Community Services to share with the County for

approval. A board resolution from Coyote Hill may be required with the request. For consideration of a request to modify or amend the contract, requests should be submitted to the Director of the Community Services Department for consideration.

OTHER TERMS OF THIS CONTRACT

- 11. Violation of Client Rights. Any alleged case of a violation of a client's rights in a program funded through the Community Health Fund shall be investigated in accordance with Coyote Hill's policies and procedures and in accordance with any local/state/federal regulations. Coyote Hill agrees to notify the County through the Director of Community Services of any such incidents that have been reported to the appropriate governmental body and must also authorize the governmental body to notify the County of any substantiated allegations. Coyote Hill must comply with Missouri law regarding confidentiality of client records.
- 12. *Discrimination*. Coyote Hill will refrain from discrimination on the basis of race, color, religion, sex, national origin, ancestry, disability, age, sexual orientation, genetic information, and familial status and comply will applicable provisions of federal and state laws, county or municipal statutes or ordinances, which prohibit discrimination in employment and the delivery of services.
- 13. *CHF to be used for Services Provided*. Coyote Hill agrees that the CHF funds shall be used exclusively for the services provided to address community health needs and for administrative costs directly related to Coyote Hill's provision of such services.
- 14. **Accreditation/Licensure/Certifications**. Coyote Hill must comply with all state/federal certification and licensing requirements and all applicable federal, state, and local laws and must remain in "good standing" with the applicable oversight entity.
- 15. *Conflict of Interest*. Coyote Hill agrees that no member of its Board of Directors or its employees now has, or will in the future, have any conflict of interest between himself/herself and Coyote Hill, and this shall include any transaction in Coyote Hill party, including the subject matter of this contract. Missouri law, as this term is used herein, shall define "Conflict of Interest".
- 16. **Subcontracts.** Coyote Hill may enter into subcontracts for components of the contracted service as Coyote Hill deems necessary within the terms of the contract. All such subcontracts require the written approval of the County or their designated representative. In performing all services under the resulting contract agreement, Coyote Hill and subcontractor shall comply with all local, state, and federal laws. Any subcontractor shall be subject to the audit/monitoring requirements stated herein and all other conditions and requirements of this contract agreement.
- 17. **Employment of Unauthorized Aliens Prohibited.** Coyote Hill agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of

Missouri. Coyote Hill shall require each subcontractor to affirmatively state in its Agreement with Coyote Hill that the subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Provider shall also require each subcontractor to provide Coyote Hill a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

- 18. *Litigation*. Coyote Hill agrees that there is no litigation, claim, consent order, settlement agreement, investigation, challenge, or other proceeding pending or threatened against Coyote Hill or any individual acting on the Coyote Hill's behalf, including subcontractors, which seek to enjoin or prohibit **Coyote Hill** from entering into this contract agreement of performing its obligations under this agreement.
- 19. **Board Ownership.** If Coyote Hill ceases to be funded by the County or ceases to provide programs and services to address community health needs, pursuant to this contract, all capital equipment, materials, and buildings purchased with CHF funds shall be returned to Boone County unless so otherwise approved by a majority vote of the Coyote Hill. In addition, if Coyote Hill no longer uses capital equipment, materials, or buildings purchased with CHF funds for its original intent, Coyote Hill will need County approval to re-direct the use of such.
- 20. **Failure to Perform/Default.** In the event Coyote Hill, at anytime, fails or refuses to perform according to the terms of this contract, as determined by the County, such failure or refusal shall constitute a default hereunder, and the County will be relieved of any further obligation to make payments to Coyote Hill as set out herein. This contract will be terminated at the option of the County.
- 21. **Termination.** This Contract may be terminated, with or without cause, by either party upon seven (7) days written notice to the other party. In addition, this agreement may be terminated by the County upon seven (7) days' advance written notice for any of the following reasons or under any of the following circumstances:
- a. The County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. The County may terminate this agreement if key personnel providing services are changed such that in the opinion of the County delivery of services are or will be delayed or impaired, or if services are otherwise not in conformity with proposal specification, or if services are deficient in quality in the sole judgment of the County, or
- c. The County may terminate this agreement should Coyote Hill fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, or
- d. If appropriations are not made available and budgeted for any calendar year to fund this agreement.

Upon receipt of notice of termination, Coyote Hill shall make every effort to reduce or cancel outstanding commitments and shall incur no additional expenses. The County shall reimburse Coyote Hill for outstanding expenses incurred up to the date of termination, including uncancellable obligations and reasonable termination costs, but in no event, will such costs exceed the total funds presently allocated to this Contract.

- 22. *Insurance Requirements.* Coyote Hill shall not commence work under this contract until they have obtained all insurance required in this section and such insurance has been approved by the County. All policies shall be in amounts, form, and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.
- a. Worker's Compensation and Employers' Liability Insurance: Coyote Hill shall take out and maintain during the life of this contract, Worker's Compensation and Employers' Liability Insurance for all their employees employed at the site of work, and in case any work is sublet, Coyote Hill shall require the subcontractor similarly to provide Worker's Compensation Insurance and Employers' Liability Insurance for all of the latter's employees unless such employees are covered by the protection afforded by Coyote Hill.

Worker's Compensation and Employers' Liability Insurance coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit.

b. Comprehensive General Liability Insurance: Coyote Hill shall take out and maintain during the life of this contract, such Comprehensive General Liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per limit for any one occurrence covering both bodily injury and property damage, including accidental death. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. Coyote Hill shall furnish the County with Certificate(s) of Insurance which name the County of Boone – Missouri as additional insured in an amount as required in this contract and requiring a thirty (30) day mandatory written cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.

Coyote Hill shall provide the County with proof of Comprehensive General Liability and Property Damage Insurance with the County as additional insured, which shall protect the County against any and all claims which might arise as a result of the operations of Coyote Hill in fulfilling the terms of this contract during the life of the Contract. The minimum limit of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply. Coverage wording shall include hold harmless agreement as written below,

subrogation waiver and protection against third party suits to further protect Boone County from liability belonging to Coyote Hill.

- c. **Professional Liability Insurance:** Coyote Hill is required to carry Professional Liability Insurance with a limit of no less than \$1,000,000.00 and naming Boone County as additional insured.
- d. **Commercial Automobile Liability:** Coyote Hill shall maintain during the life of this contract, Commercial Automobile Liability Insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Coyote Hill's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 23. Indemnification. To the extent permitted under Missouri law, Coyote Hill agrees to hold harmless, defend and indemnify the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Coyote Hill (meaning anyone, including but not limited to consultants having a contract with Coyote Hill or subcontractor for part of the services), or anyone directly or indirectly employed by Coyote Hill, or of anyone for whose acts Coyote Hill may be liable in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its negligence.
- 24. *Publicity by Coyote Hill*. Coyote Hill shall notify the County of contact with the media regarding CHF funded programs or profiles of participants in CHF funded programs. Coyote Hill will acknowledge the County as a funding source whenever publicizing CHF funded program. Coyote Hill will collaborate with the County to inform the community about the ways its tax dollars are being invested in services and supports. Coyote Hill agrees to acknowledge the Community Health Fund as a funding source on written and electronic publications including brochures, annual reports, and newsletters.
- 25. *Independence*. This contract does not create a partnership, joint venture, or any other form of joint relationship between the County and Coyote Hill. The County does not recognize any of the Coyote Hill's employees, agents, or volunteers as those of the County.
- 26. *Binding Effect*. This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
- 27. *Entire Agreement*. This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and other proposal or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

- 28. **Record Retention Clause**. Coyote Hill shall keep and maintain all records relating to this contract agreement sufficient to verify the delivery of services in accordance with the terms of this agreement for a period of three (3) years following expiration of this agreement and any applicable renewal.
- 29. *Notice*. Any written notice or communication to the County shall be mailed or delivered to:

Boone County Purchasing 613 E. Ash Street Columbia, MO 65201

Any written notice or communication to Coyote Hill shall be mailed or delivered to:

Coyote Hill Christian Children's Home

Larry McDaniel
PO Box 1
Harrisburg, Missouri 65256

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

Coyote Hill Christian Children's Home	Boone County, Missouri
	By: Boone County Commission
By: Docusigned by: 65F6BF477C3A426	DocuSigned by: Daniel K. Atwill BA4B934CED6E4EB
Signature	Presiding Commissioner
By:	
Printed Name/Title	
APPROVED AS TO FORM:	ATTEST:
DocuSigned by: Johnson 7D71DEAEB9D74DD	Brianna L Lunon by M+ 7D82DA986BF6495
County Counselor	County Clerk
ALIDITOR CERTIFICATION, In accordance with PSMa	SEC SEC I haraby cartify that a sufficient unangumbared

AUDITOR CERTIFICATION: In accordance with RSMo. §50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

REQUIRED CLAUSES FROM FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

The Federal Emergency Management Agency (FEMA) requires that the following terms and conditions be incorporated in this solicitation and subsequent contract. By submitting a Proposal in response to this solicitation, the vendor acknowledges and agrees to adhere to the specific requirements of these clauses.

ACCESS TO RECORDS

The following access to records requirements applies to the contract:

- 1. The contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 3. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors who apply or bid for an award of \$100,000 or more shall file the required, attached certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making

of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- a. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fail SECTION 5 ATTACHMENTS RFP Number: 18-0905 73
- 3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT (\$100K+)

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

ENERGY POLICY AND CONSERVATION ACT

Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Executive Order 11061, as amended, which directs the Secretary of HUD to take all action which is

necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

ROYALTIES AND PATENTS

The contractor hereby guarantees that they has full legal right of materials, supplies, equipment, machinery, articles, software or things involved in the contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that are, in any way, involved in the contract. It shall be the responsibility of the contractor to pay for all such royalties and costs. The contractor shall hold and save Boone County, Missouri, its officers, agents, servants and employees, harmless from

liability of any kind or nature, including reasonable attorney's fees, for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract. During the pendency of any claim against contractor of County with respect to contractor's ownership and/or authority, the County may withhold payment of any sums otherwise required to be paid hereunder.

CONFIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT PROHIBITION

- a. The contractor agrees that all information, data, findings, recommendations, bids, et cetera by whatever name described and in whatever form secured, developed, written or produced by the contractor in furtherance of this contract shall be the property of the County. The contractor shall take such action as is necessary under law to preserve such property rights of the County while such property is within the control and/or custody of the contractor. By this contract, the contractor specifically waives and/or releases to the County any cognizable property right of the contractor to copyright, license, patent or otherwise use such information, data, findings, recommendations, responses, et cetera.
- b. The contractor understands and agrees that data, materials, and information disclosed to contractor may contain confidential and protected data. Therefore, the contractor promises and assures that data, material, and information gathered, based upon or disclosed to the contractor for the purpose of this contract, shall not be disclosed to others or discussed with other parties without the prior written consent of the County.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. <u>Violation</u>; <u>liability for unpaid wages</u>; <u>liquidated damages</u>. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated

- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had 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 meaning set out in the Definitions and Coverages 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 lower tier participant agrees by submitting this response 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, 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 Federal Procurement and Non-procurement 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 proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is 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 lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

DHS SEAL, LOGOS AND FLAGS

The contractor shall not use the DHS seals, logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

EQUAL EMPLOYMENT OPPORTUNITY (\$10K+)

For all construction contracts awarded in excess of \$10,000, both parties hereby agree to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another

employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as SECTION 5 ATTACHMENTS RFP Number: 18-0905 76 provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to the contract.

COPELAND "ANTI-KICKBACK" ACT (for all construction and repair)

For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

DAVIS-BACON ACT (Construction \$2K+)

<u>Applicability of Davis-Bacon Act - The Davis-Bacon Act only applies to the Emergency</u>
Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit
Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

For all construction contracts awarded in excess of \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).

SECTIONS 103 AND 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - (construction, \$2K+; employment of mechanics/laborers, \$2,500+)

For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).

REMEDIES

The County shall have all rights and remedies afforded under the U.C.C. and Missouri law in contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

TERMINATION

Subject to the provisions below, this Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in

progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

Termination for Convenience - The County may terminate the Contract for convenience at any time in which case the parties shall negotiate reasonable termination costs.

Termination for Cause - In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

Termination Due to Unavailability of Funds in Succeeding Fiscal Years - If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

CHANGES

Alterations, amendments, changes, modifications or additions to the contract shall not be binding on the County without prior written approval.

PROCUREMENT OF RECOVERED MATERIALS

In the performance of the contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products.htm.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Larry McDaniel	4/20/2020
Contractor Signature	Date

4/16/2020

Re: Follow-up

Kari Hopkins < kari@coyotehill.org>

Thu 4/16/2020 1:35 PM

To: Kristin Cummins < KCummins@boonecountymo.org>

Thank you!

Kari Hopkins Chief Development Officer Coyote Hill

cell: 573-823-7941

Sent from my iPhone

On Apr 16, 2020, at 1:08 PM, Kristin Cummins < KCummins@boonecountymo.org > wrote:

Thank you, Kari! We will get the contract submitted to our Purchasing Department ASAP.

From: Kari Hopkins <kari@coyotehill.org> Sent: Thursday, April 16, 2020 11:39 AM

To: Kristin Cummins < KCummins@boonecountymo.org>

Cc: Megan Corbin < MCorbin@boonecountymo.org>; Joanne Nelson

<JNelson@boonecountymo.org>

Subject: Re: Follow-up

Kristin,

Thank you all for all your work on this. My only question is if the first formula should be adjusted since the state reimburses an average of \$11.48/day PER CHILD.

I approve whichever unit rate your team decides is best. Thank you!

Kari Hopkins

Chief Development Officer
Coyote Hill Christian Children's Home
9501 W. Coyote Hill Rd
Harrisburg, MO 65256
cell: (573) 823-7941
kari@coyotehill.org

www.coyotehill.org

A Safe Place to Be a Child

Confidentiality Notice: This email is intended only for its addressee and may contain information that is

legally privileged, confidential, or otherwise protected from disclosure.

If you have received this communication in

error, please notify me immediately by e-mail and delete

the original message.

From: Kristin Cummins < KCummins@boonecountymo.org>

Sent: Wednesday, April 15, 2020 11:38 AM **To:** Kari Hopkins < kari@coyotehill.org>

Cc: Megan Corbin < MCorbin@boonecountymo.org>; Joanne Nelson

<<u>JNelson@boonecountymo.org</u>>

Subject: RE: Follow-up

Hi Kari,

Joanne worked through the information you provided in your last email about the overall cost. She came up with the following calculations:

- State average is \$11.48/day
- \$12.13/hour to cover cost x 24 hours = \$291.12/day \$11.48 (state per day) = \$279.64
- \$279.64/day / 24 hours = \$11.65/hour
- \$11.65/hour x 24 hours = \$279.60 x 4 kids = \$1,118.40 (cost of four kids/day)
- \$1,118.40 x 60 days = \$67,104.00

If these calculations are accurate, the Emergency Procurement contract through the Community Health Fund would be:

Service Name	Unit Measure	Unit Rate	# of units	Amount Contracted
Transitional Shelter	1 hour	\$11.65	5,760	\$67,104.00

Please review this information. Let us know if you have any questions and if you approve of the unit rate, number of units, and total contract amount.

From: Kristin Cummins

Sent: Tuesday, April 14, 2020 1:10 PM **To:** 'Kari Hopkins' < kari@coyotehill.org

Cc: Megan Corbin < MCorbin@boonecountymo.org>; Joanne Nelson

<JNelson@boonecountymo.org>

Subject: RE: Follow-up

Hi Kari,

Thanks for getting back to us. I think it would be easier if we set up a conference call to talk through the unit rate, number of units and amount requested. Can you let me know when you're available from the following times:

- Wednesday, April 15 10:30-12:00; 4:00-5:00
- Thursday, April 16 11:45-1:00; 3:00-5:00
- Friday, April 17 11:30-1:30; 2:30-5:00

Thanks,

4/16/2020 Mail - Kristin Cummins - Outlook

From: Kari Hopkins < kari@coyotehill.org> Sent: Tuesday, April 14, 2020 8:48 AM

To: Kristin Cummins < KCummins@boonecountymo.org>

Cc: Megan Corbin < MCorbin@boonecountymo.org>; Joanne Nelson

<JNelson@boonecountymo.org>

Subject: Re: Follow-up

Kristin,

I figured out where the confusion lies. The average unit rate I gave you previous, the \$11.48, that was the Children's Division's average daily rate. Therefore, we will be reimbursed approximately \$698.71 for 60 days of care per child. If we serve 4 children the entire time, that's \$2,794.85.

That was not our daily rate based on expenses to run the home. Our rate is \$12.13/hour. We can reduce it to \$11.48, but we still need that to be an hourly rate otherwise we don't come close to covering the full cost of the care for the child. The other services billed through Boone County do not overlap with these expenses either. Those are separate.

Anticipating 1008 units (hours) at \$11.48, our total expenses are \$11,571.84. Reduced by CD payments of approximately \$2,794.85 (dependant on the number of children being served) That leaves a total of \$8,776.99.

Is that as clear as mud.

Kari Hopkins

Chief Development Officer
Coyote Hill Christian Children's Home
9501 W. Coyote Hill Rd
Harrisburg, MO 65256
cell: (573) 823-7941
kari@coyotehill.org
www.coyotehill.org

A Safe Place to Be a Child

Confidentiality Notice: This email is intended only for its addressee and may contain information that is

legally privileged, confidential, or otherwise protected from disclosure.

If you have received this communication in

error, please notify me immediately by e-mail and delete

the original message.

From: Kristin Cummins < KCummins@boonecountymo.org>

Sent: Monday, April 13, 2020 8:21 PM **To:** Kari Hopkins < kari@coyotehill.org>

Cc: Megan Corbin < MCorbin@boonecountymo.org >; Joanne Nelson

<JNelson@boonecountymo.org>

Subject: RE: Follow-up

Hi Kari,

I wanted to check in about the correct unit rate and measure for the Emergency Procurement contract. I have the contract drafted but need this information to move forward. Can you also

4/16/2020

Mail - Kristin Cummins - Outlook

include the total number of units and amount you are requesting, please?

Please let me know if you have any questions!

From: Kristin Cummins

Sent: Friday, April 10, 2020 4:35 PM **To:** 'Kari Hopkins' < <u>kari@coyotehill.org</u>>

Cc: Megan Corbin < MCorbin@boonecountymo.org>; Joanne Nelson

<JNelson@boonecountymo.org>

Subject: RE: Follow-up

The email you sent on Tuesday, April 6 stated:

The average unit rate I calculated is \$11.4813 per day per child.

Can you clarify the correct rate, please?

From: Kari Hopkins < kari@coyotehill.org>
Sent: Friday, April 10, 2020 2:54 PM

To: Kristin Cummins < KCummins@boonecountymo.org>

Cc: Megan Corbin < MCorbin@boonecountymo.org>; Joanne Nelson

<JNelson@boonecountymo.org>

Subject: Re: Follow-up

Kristin,

Is the \$11.48 a daily rate or an hourly one? You said per day, but we originally were calculating per hour unit rates. I wanted to double check before sending our totals.

Kari Hopkins

Chief Development Officer
Coyote Hill Christian Children's Home
9501 W. Coyote Hill Rd
Harrisburg, MO 65256
cell: (573) 823-7941
kari@coyotehill.org
www.coyotehill.org

A Safe Place to Be a Child

Confidentiality Notice: This email is intended only for its addressee and may contain information that is

legally privileged, confidential, or otherwise protected from disclosure.

If you have received this communication in

error, please notify me immediately by e-mail and delete

the original message.

From: Kristin Cummins < KCummins@boonecountymo.org>

Sent: Friday, April 10, 2020 8:25 AM **To:** Kari Hopkins < kari@coyotehill.org>

Cc: Megan Corbin < MCorbin@boonecountymo.org>; Joanne Nelson

<JNelson@boonecountymo.org>

Subject: RE: Follow-up

Mail - Kristirı Cummins - Outlook

Hi Kari,

I'm working on the Emergency Procurement contract through the Community Health Fund to cover the excess expenses. We would like the unit rate to be \$11.48/day but need to know how many units and the total amount you are requesting for 60 days. The contract will be written to have monthly renewals up until things subside with COVID-19. This amount should cover the expenses after reimbursement from DSS and what can billed through the Children's Services Contract for Therapeutic Mentoring, Case Management, and Individual Therapy – Child.

Let me know if you have any questions.

Kristin Cummins

She/her/hers
Program Manager
Boone County Community Services Department
605 E. Walnut, Ste. A
Columbia, MO 65201
Phone: 573-886-4298
www.showmeboone.com/communityservices/

www.snowmeboone.com/communityser

<image001.jpg>

<image002.png>

From: Kari Hopkins < kari@coyotehill.org> Sent: Tuesday, April 07, 2020 3:30 PM

To: Joanne Nelson < JNelson@boonecountymo.org>

Cc: Kristin Cummins < KCummins@boonecountymo.org>; Megan Corbin

<MCorbin@boonecountymo.org>

Subject: Re: Follow-up

Sure. The average unit rate I calculated is \$11.4813 per day per child.

Kari Hopkins

Chief Development Officer Coyote Hill Christian Children's Home 9501 W. Coyote Hill Rd Harrisburg, MO 65256 cell: (573) 823-7941

kari@coyotehill.org www.coyotehill.org

A Safe Place to Be a Child

Confidentiality Notice: This email is intended only

for its addressee and may contain information that is

legally privileged, confidential, or otherwise protected from disclosure.

If you have received this communication in

error, please notify me immediately by e-mail and delete

the original message.

From: Joanne Nelson < JNelson@boonecountymo.org>

Sent: Tuesday, April 7, 2020 3:21 PM **To:** Kari Hopkins < kari@coyotehill.org>

4/16/2020

Mail - Kristin Cummins - Outlook

Cc: Kristin Cummins < KCummins@boonecountymo.org>; Megan Corbin

<MCorbin@boonecountymo.org>

Subject: RE: Follow-up

It is really going to be hard to break this down by age and keep track of the different age brackets. Is there any way you can give us an average unit rate for these children?

Joanne Nelson

She/her/hers
Director
Boone County Community Services Department
605 E. Walnut, Ste. A
Columbia, MO 65201
Phone: 573-886-4298

<image003.jpg>

www.showmeboone.com

<image004.png>

From: Kari Hopkins < kari@coyotehill.org>
Sent: Tuesday, April 7, 2020 1:31 PM

To: Joanne Nelson < JNelson@boonecountymo.org>

Cc: Kristin Cummins < KCummins@boonecountymo.org>; Megan Corbin

<MCorbin@boonecountymo.org>

Subject: Re: Follow-up

Joanne,

I did hear from Veterans United today and submitted their application for 'goods' this morning.

If I take our total cost per child and divide it by 60 days to get a daily rate, I get:

Total Cost/Individual(child) \$1,774.65, divided by 60: \$29.58 Subtract CD rate depending on age, equals Boone County rate.

Does this work for you?

Kari Hopkins

Chief Development Officer Coyote Hill Christian Children's Home 9501 W. Coyote Hill Rd Harrisburg, MO 65256 cell: (573) 823-7941

kari@coyotehill.org www.coyotehill.org

A Safe Place to Be a Child

Confidentiality Notice: This email is intended only for its addressee and may contain information that is

legally privileged, confidential, or otherwise protected from disclosure.

4/16/2020 Mail - Kristin Cummins - Outlook

If you have received this communication in error, please notify me immediately by e-mail and delete

the original message.

From: Joanne Nelson < <u>JNelson@boonecountymo.org</u>>

Sent: Monday, April 6, 2020 6:31 PM **To:** Kari Hopkins < kari@coyotehill.org>

Cc: Kristin Cummins < KCummins@boonecountymo.org>; Megan Corbin

<MCorbin@boonecountymo.org>

Subject: RE: Follow-up

Kari,

Thank you for providing me this information. It is very helpful. Your current contract allows you to invoice the Children's Services Fund through the Therapeutic Interventions program with the following services: Therapeutic Mentoring, Individual Therapy — Child, and Case Management. Any child enrolled in the new home may receive these services and you may invoice us for these for these services with the existing contract.

We will need to figure out short term solution for the children that will be enrolled in the new program to help cover your costs. We need to follow a purchase of service type contract with reimbursement based on a bed night. Utilizing the information below, can you let me know what you consider would be an accurate rate, for a bed night, minus the amount paid for by the state?

Veterans United should be contacting regarding the purchase of "goods". Please let me know if you have heard from them.

We will need to get this figured out as soon as possible, so we can get a contract written. Please let me know if you have any questions or if you need me to give you a call to help you work through this process.

Talk soon,

Joanne Nelson

She/her/hers
Director
Boone County Community Services Department
605 E. Walnut, Ste. A
Columbia, MO 65201
Phone: 573-886-4298
www.showmeboone.com

<image003.jpg>

<image004.png>

From: Kari Hopkins < kari@coyotehill.org>

Sent: Friday, April 3, 2020 2:42 PM

To: Joanne Nelson < <u>JNelson@boonecountymo.org</u>>

Subject: Re: Follow-up

Joanne,

Below is the information you requested. Please let me know if you need further clarification. Thank you!

Age Range	Reimbursement Rate per day from DSS/Children's Division
0-5	31 day \$9.8387 30 day \$10.16667 29 day 10.5172 28 day \$10.8929
6-12	31 day month \$11.6452 30 day month \$12.033 29 day month 12.4483 28 day month \$12.8929
13+	31 day \$12.96 30 day 13.400 29 day \$13.8621 28 day \$14.3571
Behavioral Foster Care	31 day \$25.4516 30 day \$26.30 28 day 27.2069 28 day 28.1786

Does DSS/Children's Division allow additional funding on top of the daily rates Coyote Hills receives for children?

Yes. These are foster care maintenance payments. They do not classify foster care payments as "paid in full" for the cost of caring for the child. Just as a traditional foster parent is allowed to earn income, Coyote Hill can accept additional funding to cover the actual cost of care for a child.

Materials to Purchase	Quantity Needed	Approximate Costs per Item	Total Costs

4/16/2020

Mail - Kristin Cummins - Outlook

Sofa	Donated	T.	
Area Rug	1	1	\$149.99
Smart TV	1	\$267.77	\$267.77
TV Stand	1	\$99.00	\$99.00
Bath Mats	2	\$10	\$20.00
Kitchen Table and Chairs	Donated		
Twin Beds	Donated		
Dressers	Donated		
Bedding	Donated		
Food (pantry staples, spices, frozen food)	several	\$4.00	\$107.70
Kitchen Cookware & Tools	several	\$5.00	\$487.27
Safety Tools (fire extinguisher, carbon monoxide detector, gloves, alarms)	several	\$24	\$337.92
TOTAL			\$1,469.65

Kari Hopkins

Chief Development Officer Coyote Hill Christian Children's Home 9501 W. Coyote Hill Rd Harrisburg, MO 65256 cell: (573) 823-7941

kari@coyotehill.org www.coyotehill.org

A Safe Place to Be a Child

Confidentiality Notice: This email is intended only for its addressee and may contain information that is legally privileged, confidential, or otherwise protected from disclosure. If you have received this communication in error, please notify me immediately by e-mail and delete the original message.

From: Joanne Nelson < <u>JNelson@boonecountymo.org</u>>

Sent: Thursday, April 2, 2020 3:24 PM **To:** Kari Hopkins < kari@coyotehill.org>

Subject: Follow-up

Hi Kari,

In order to move forward with your funding request we will need to get the following information/response to questions:

We will need an exact reimbursement rate the you receive from the Children's Division.
 Complete the chart below:

Age Range	Reimbursement Rate per day from DSS/Children's Division

 Does DSS/Children's Division allow additional funding on top of the daily rates Coyote Hills receives for children?

The information you provide above will provide us guidelines on how we move forward.

The Boone County Children's Services Board will not be able to reimburse for specific items. I have been speaking to the Veteran's United Foundation about possibly helping with the cost of these items. Can you provide me a line-by-line breakdown of anticipated costs for these materials? Add more lines if needed:

Materials to Purchase	Quantity Needed	Approximate Costs per Item	Total Costs
Sofa			
Love Seat			
Kitchen Table and Chairs			
Twin Beds			
Dressers			
Cookware			<i>y</i>
Bedding			
Towels			
	40.0		

If you can get this returned to asap, it will be very helpful. Let me know if you have any questions. Thanks,

Joanne Nelson

She/her/hers

4/16/2020

Mail - Kristin Cummins - Outlook

Director

Boone County Community Services Department
605 E. Walnut, Ste. A
Columbia, MO 65201
Phone: 573-886-4298

<image003.jpg>

www.showmeboone.com

<image004.png>

 From:
 Kari Hopkins

 To:
 Joanne Nelson

 Subject:
 Re: Time talk today?

Date: Wednesday, April 1, 2020 11:47:28 AM

Attachments: image002.png

Will do. Thank you!

Kari Hopkins Chief Development Officer Coyote Hill

cell: 573-823-7941

Sent from my iPhone

On Apr 1, 2020, at 11:45 AM, Joanne Nelson <JNelson@boonecountymo.org> wrote:

That would be great. Please call me at 573-823-7016. Talk soon,

Joanne Nelson

She/her/hers
Director
Boone County Community Services Department
605 E. Walnut, Ste. A
Columbia, MO 65201
Phone: 573-886-4298
www.showmeboone.com

<image001.jpg>

<image002.png>

From: Kari Hopkins <kari@coyotehill.org> **Sent:** Wednesday, April 1, 2020 11:40 AM

To: Joanne Nelson < JNelson@boonecountymo.org>

Subject: Re: Time talk today?

Joanne,

I am also available between 3-4:30 today. I can call you at 3:15pm if that suits you.

Kari Hopkins

Chief Development Officer Coyote Hill cell: 573-823-7941

Sent from my iPhone

On Apr 1, 2020, at 11:38 AM, Joanne Nelson \square\no.org wrote:

Good Morning,

I hope this email finds you well. I am working very closely with the Heart of Missouri United Way, the Community Foundation, Veterans United, and the Boone County Community Services Department on a the Get Help, Give Help project specifically with requests that come through www.comohelps.org. We have a morning meeting to discuss how these requests may be directed for potential funding. I know that you have been in contact with Rachel Delcau and Andrew Grabau with Heart of Missouri United Way on this proposal, but the funding group did have some more clarifying questions.

Do you have any time to talk to me today? I'm on calls all day, so I wondered if you had any time after 3:00?

Just let me know. Thanks,

Joanne Nelson

She/her/hers
Director
Boone County Community Services Department
605 E. Walnut, Ste. A
Columbia, MO 65201
Phone: 573-886-4298
www.showmeboone.com

<image001.jpg>

<image002.png>

From: <u>Kari Hopkins</u>
To: <u>Joanne Nelson</u>

Subject: Coyote Hill Reimbursable Amount

Date: Wednesday, April 1, 2020 3:33:18 PM

Joanne,

It was great to talk to you today!

Here's our estimate of reimbursable service units:

Total Estimated Reimbursable Amount: \$2,608.52 Total Estimated Reimbursable Units: 123 hours

These figures are based on \$11.6452, the daily foster care maintenance payments for children ages 6-12 (historically our average age is 10). We are estimating 4 children living in this home for 14 days, four times over for 2 months.123 Units was estimated by taking the total reimbursable amount divided by the hourly unit rate.

Please let me know if you need further information. Thank you!

Kari Hopkins

Chief Development Officer Coyote Hill Christian Children's Home 9501 W. Coyote Hill Rd Harrisburg, MO 65256 cell: (573) 823-7941 kari@coyotehill.org

www.coyotehill.org

A Safe Place to Be a Child

Confidentiality Notice: This email is intended only for its addressee and may contain information that is legally privileged, confidential, or otherwise protected from disclosure. If you have received this communication in error, olease notify me immediately by e-mail and delete the original message.

CoMoHelps COVID-19 Fund - Request for Applications for Funds from Organizations

#8

COMPLETE

Collector: Web Link 1 (Web Link)

 Started:
 Monday, March 30, 2020 1:42:53 PM

 Last Modified:
 Monday, March 30, 2020 1:49:26 PM

Time Spent: 00:06:33 **IP Address:** 67.6.87.122

Page 1: About the CoMoHelps COVID-19 Fund

Q1 Are you completing this application for an organization or an individual?

I am completing this application on behalf of an organization.

Page 2: COVID-19 Fund Application

Q2 Please direct this application to one of the following: I don't know

Q3 Contact Information for COVID-19 Funds Application

Name Kari Hopkins

Organization Coyote Hill

Address 9501 W Coyote Hill Rd

City/Town Harrisburg

State/Province MO

ZIP/Postal Code 65256

Email Address kari@coyotehill.org

Phone Number 5738740179

Q4 Please briefly describe your organization, its mission/purpose, legal status (e.g. LLC, 501 (c)3, etc.), and your service area.

Coyote Hill exists to give children in foster care a safe place to be a child. We know safe children today make safe families tomorrow. We work to end child abuse & neglect in this generation. Coyote Hill has three areas of focus: foster care, a children's home, and an equine program. Coyote Hill began in 1991. In nearly three decades as a 501(c)3 nonprofit organization, Coyote Hill has served over 500 children. Coyote Hill is the only state licensed children's home in the immediate service area. We primarily serve children in: Boone, Randolph, Callaway, Audrain, Howard, and Cooper county.

Q5 Please categorize your funding request. Both

CoMoHelps COVID-19 Fund - Request for Applications for Funds from Organizations

Q6 Please describe the need for funding in relation to the pandemic. Please be detailed and include the time frame of your observation (for example: we've seen an increase in requests for financial assistance related to COVID-19 job losses since March 20, 2020; due to social distancing measures which required us to close our doors to business we've seen a 75% drop in revenue (y-t-d) as of March 20, 2020).

Due to the unprecedented times Coyote Hill is currently facing, no direct care staff members are allowed to leave Coyote Hill's property. This means they have become completely reliant on others to deliver their groceries and other needed supplies. Part-time support staff for the homes have temporarily moved onto the campus to ensure everyone is being safe and following local government recommendations and orders. Additionally, in order to accept new placements during this time, it will be necessary to house the child(ren) in a separate, quarantined living space for CDC's recommended 14-day period to ensure the child(ren) is symptom-free and will not introduce COVID-19 into the other homes. Coyote Hill has been approached by Missouri Division of Children's Services to provide a quarantined home for children in foster care, or coming into care, who are at risk of being infected. There is a great concern that foster parents or other agencies are not equipped with the proper housing and services to care for children who have COVID-19. Coyote Hill has also seen an increase in emergency placement requests for homeless teenagers. Just last week two homeless, teenage girls found emergency shelter at Coyote Hill over the weekend while they awaited a long-term placement.

To meet the needs that the Children's Division is requesting, we have to make housing and staff changes. Mobilizing a space on property for this, in addition to the extra staff now being paid to be "live-in," will require additional funds to maintain. While we are fortunate to have a 3-bedroom, 2-bathroom, half of a duplex available on site, it needs full furnishings, kitchen utensils, food, and most importantly 24-hour, trauma-informed staff members.

Q7 Have you met the need to-date? If so, how? If not, what are the barriers?

Coyote Hill is currently preparing for the possibility of placements for children in need of a safe home who have been infected with COVID-19. A response plan has been initiated on Coyote Hill's site and staff are on-call to meet the need. The barriers at this point are funding for furniture and additional staff salaries to accommodate hazard pay and more staff members. To date, Coyote Hill has worked proactively to address the concerns surrounding COVID-19, adjusted to a safe grocery delivery system, and taken steps to keep children and staff safe, while formulating a plan for any placements which may occur.

Q8 Answer as applicable: Using the Boone County Taxonomy of Services (updated on November, 2019), please list the service(s) need the COVID-19 funds will help meet, followed by the number of unduplicated individuals covered in your request for that service (for example: food distribution, 50; grocery shopping and delivery, 50; home delivered meals, 25). The taxonomy provides definitions to common terms for shared understanding.

Service 1

CRISIS INTERVENTION, 16

Q9 Answer as applicable: Please describe needs for funds related to adapting service delivery and operations to mitigate the spread of COVID-19 (for example: technology to enable remote work).

Our greatest funding needs are the ability to pay trauma-informed staff members to live in the quarantine home. Beyond getting the home furnished with beds and kitchen supplies, this will require employing full time staff to care for these children around the clock.

Q10 Answer as applicable: How many total unduplicated individuals will be served by this request? (estimate)

16

CoMoHelps COVID-19 Fund - Request for Applications for Funds from Organizations

Q11 What is the total dollar amount of your request?

\$145,366.50

Q12 Please provide a budget narrative for this fund request. The budget narrative will include a unit measure, cost, and count for each service or item described above (for example: 10 software licenses @\$25/ea, 100 meals @\$7/meal).

Unit of Measure: 1 hour

Total Program Expenses: \$145,366.50 Total # of Anticipated Units: 1344 Total # of Unduplicated Individuals: 16

Total Cost/Individual(child): \$9,085.41

Unit of Service Rate: \$108.16

Direct Expenses: \$70,000.00 (1 House Parent couple at \$40,000; 1 Support Parent at \$30,000) Indirect Expenses: \$70,366.50 (utilities, phone, gas/oil, food, etc.) based on functional budget model

Materials: \$5,000.00 (sofa, love seat, kitchen table & chairs, 2 twin beds, 4 dressers, utensils, plates, cooking ware, bath towels, twin bed spreads & sheets.

From: Kari Hopkins
To: Joanne Nelson

Cc: Kristin Cummins; Megan Corbin

Subject: Re: Follow-up

Date: Tuesday, April 07, 2020 3:29:52 PM

Attachments: image002.png

Sure. The average unit rate I calculated is \$11.4813 per day per child.

Kari Hopkins

Chief Development Officer Coyote Hill Christian Children's Home 9501 W. Coyote Hill Rd Harrisburg, MO 65256 cell: (573) 823-7941

kari@covotehill.org www.covotehill.org

A Safe Place to Be a Child

Confidentiality Notice: This email is intended only for its addressee and may contain information that is legally privileged. confidential. or otherwise protected from disclosure. If you have received this communication in error. please notify me immediately by e-mail and delete the original message.

From: Joanne Nelson < JNelson@boonecountymo.org>

Sent: Tuesday, April 7, 2020 3:21 PM **To:** Kari Hopkins <kari@coyotehill.org>

Cc: Kristin Cummins < KCummins@boonecountymo.org>; Megan Corbin

<MCorbin@boonecountymo.org>

Subject: RE: Follow-up

It is really going to be hard to break this down by age and keep track of the different age brackets. Is there any way you can give us an average unit rate for these children?

Joanne Nelson

She/her/hers
Director
Boone County Community Services Department
605 E. Walnut, Ste. A
Columbia, MO 65201
Phone: 573-886-4298
www.showmeboone.com





From: Kari Hopkins <kari@coyotehill.org> Sent: Tuesday, April 7, 2020 1:31 PM

To: Joanne Nelson < JNelson@boonecountymo.org>

Cc: Kristin Cummins < KCummins@boonecountymo.org>; Megan Corbin

<MCorbin@boonecountymo.org>

Subject: Re: Follow-up

Joanne,

I did hear from Veterans United today and submitted their application for 'goods' this morning.

If I take our total cost per child and divide it by 60 days to get a daily rate, I get:

Total Cost/Individual(child) \$1,774.65, divided by 60: \$29.58 Subtract CD rate depending on age, equals Boone County rate.

Does this work for you?

Kari Hopkins

Chief Development Officer
Coyote Hill Christian Children's Home
9501 W. Coyote Hill Rd
Harrisburg, MO 65256
cell: (573) 823-7941
kari@coyotehill.org

A Safe Place to Be a Child

www.covotehill.org

Confidentiality Notice: This email is intended only for its addressee and may contain information that is

legally privileged, confidential, or otherwise protected from disclosure.

If you have received this communication in

error, please notify me immediately by e-mail and delete

the original message.

From: Joanne Nelson < <u>JNelson@boonecountymo.org</u>>

Sent: Monday, April 6, 2020 6:31 PM **To:** Kari Hopkins < kari@coyotehill.org>

Cc: Kristin Cummins < KCummins@boonecountymo.org>; Megan Corbin

<MCorbin@boonecountymo.org>

Subject: RE: Follow-up

Kari,

Thank you for providing me this information. It is very helpful. Your current contract allows you to invoice the Children's Services Fund through the Therapeutic Interventions program with the following services: Therapeutic Mentoring, Individual Therapy — Child, and Case Management. Any child enrolled in the new home may receive these services and you may invoice us for these for

these services with the existing contract.

We will need to figure out short term solution for the children that will be enrolled in the new program to help cover your costs. We need to follow a purchase of service type contract with reimbursement based on a bed night. Utilizing the information below, can you let me know what you consider would be an accurate rate, for a bed night, minus the amount paid for by the state?

Veterans United should be contacting regarding the purchase of "goods". Please let me know if you have heard from them.

We will need to get this figured out as soon as possible, so we can get a contract written. Please let me know if you have any questions or if you need me to give you a call to help you work through this process.

Talk soon,

Joanne Nelson

www.showmeboone.com

She/her/hers
Director
Boone County Community Services Department
605 E. Walnut, Ste. A
Columbia, MO 65201
Phone: 573-886-4298



From: Kari Hopkins < kari@coyotehill.org>

Sent: Friday, April 3, 2020 2:42 PM

To: Joanne Nelson < JNelson@boonecountymo.org>

Subject: Re: Follow-up

Joanne,

Below is the information you requested. Please let me know if you need further clarification. Thank you!

Age Range	Reimbursement Rate per day from DSS/Children's Division
0-5	31 day \$9.8387
	30 day \$10.16667
	29 day 10.5172
	28 day \$10.8929
6-12	31 day month \$11.6452

	30 day month \$12.033 29 day month 12.4483 28 day month \$12.8929	
13+	31 day \$12.96 30 day 13.400 29 day \$13.8621 28 day \$14.3571	
Behavioral Foster Care	31 day \$25.4516 30 day \$26.30 28 day 27.2069 28 day 28.1786	

Does DSS/Children's Division allow additional funding on top of the daily rates Coyote Hills receives for children?

Yes. These are foster care maintenance payments. They do not classify foster care payments as "paid in full" for the cost of caring for the child. Just as a traditional foster parent is allowed to earn income, Coyote Hill can accept additional funding to cover the actual cost of care for a child.

Materials to Purchase	Quantity Needed	Approximate Costs per Item	Total Costs
Sofa	Donated		
Area Rug	1	1	\$149.99
Smart TV	1	\$267.77	\$267.77
TV Stand	1	\$99.00	\$99.00
Bath Mats	2	\$10	\$20.00
Kitchen Table and Chairs	Donated		
Twin Beds	Donated		
Dressers	Donated		
Bedding	Donated		
Food (pantry staples, spices, frozen food)	several	\$4.00	\$107.70
Kitchen Cookware & Tools	several	\$5.00	\$487.27
Safety Tools (fire extinguisher, carbon monoxide detector, gloves, alarms)	several	\$24	\$337.92
TOTAL			\$1,469.65

Kari Hopkins

Chief Development Officer Coyote Hill Christian Children's Home 9501 W. Coyote Hill Rd Harrisburg, MO 65256 cell: (573) 823-7941 kari@coyotehill.org www.coyotehill.org A Safe Place to Be a Child

Confidentiality Notice: This email is intended only for its addressee and may contain information that is legally privileged, confidential, or otherwise protected from disclosure. If you have received this communication in error, please notify me immediately by e-mail and delete the original message.

From: Joanne Nelson < Nelson@boonecountymo.org>

Sent: Thursday, April 2, 2020 3:24 PM **To:** Kari Hopkins kari@coyotehill.org>

Subject: Follow-up

Hi Kari,

In order to move forward with your funding request we will need to get the following information/response to questions:

We will need an exact reimbursement rate the you receive from the Children's Division.
 Complete the chart below:

Age Range	Reimbursement Rate per day from DSS/Children's Division
and the second s	

 Does DSS/Children's Division allow additional funding on top of the daily rates Coyote Hills receives for children?

The information you provide above will provide us guidelines on how we move forward.

The Boone County Children's Services Board will not be able to reimburse for specific items. I have been speaking to the Veteran's United Foundation about possibly helping with the cost of these items. Can you provide me a line-by-line breakdown of anticipated costs for these materials? Add more lines if needed:

Materials to Purchase	Quantity Needed	Approximate Costs per Item	Total Costs
Sofa			
Love Seat			
Kitchen Table and Chairs			
Twin Beds			
Dressers			
Cookware			

Bedding		
Towels		

If you can get this returned to asap, it will be very helpful. Let me know if you have any questions. Thanks,

Joanne Nelson

She/her/hers

Director

Boone County Community Services Department

605 E. Walnut, Ste. A Columbia, MO 65201 Phone: 573-886-4298

Phone: 573-886-4298 www.showmeboone.com





Melinda Bobbitt

From: Kristin Cummins

Sent: Thursday, April 16, 2020 2:17 PM

To: Melinda Bobbitt

Cc: Joanne Nelson; Megan Corbin

Subject: Coyote Hill Emergency Procurement Contract

Attachments: Coyote Hill - Emergency Procurement Contract.docx; Coyote Hill Email 2.pdf; Coyote Hill

Email Correspondence.pdf; Coyote Hill Reimbursable Amount Email Correspondence.pdf; CoyoteHillCOVID19Application200330.pdf; Email

Correspondence.pdf

Hi Melinda,

I have another Emergency Procurement contract for you! This one is through the Community Health Fund for Coyote Hill. This proposal was originally submitted through CoMoHelps and has other local funders providing financial support for items included in the proposal. Joanne is working on the budget for both funds and can answer questions you may have. Let me know if you need anything.

ATTACHMENT B

(Please complete and return with Proposal Response)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Organization.
- (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.

Kari Hopkins/ Development Manager 7/11/19
Signature

ATTACHMENT C

WORK AUTHORIZATION CERTIFICATION PURSUANT TO 285.530 RSMo (FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of Booke)
State of Myssort)
My name is Kari Hopkins . I am an authorized agent of Coyote
(Bidder). This business is enrolled and participates in a federal work
authorization program for all employees working in connection with services provided to the
County. This business does not knowingly employ any person that is an unauthorized alien in
connection with the services being provided. Documentation of participation in a federal work
authorization program is attached hereto.
Furthermore, all subcontractors working on this contract shall affirmatively state in
writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter
be in violation and submit a sworn affidavit under penalty of perjury that all employees are
awfully present in the United States.
Affiant 7/11/19 Date
Kari Hopkins Printed Name
Subscribed and sworn to before me this 11 day of July , 2019.
KIMBERLY S LANES Notary Public — Notary Seal State of Missouri, Boone County Commission # 13899584 My Commission Expires Dec 1, 2021

Attach to this form the E-Verify Memorandum of Understanding that you completed when enrolling.





Page 1 of 1







E-Verify employment Lingbildy Vermestors

E-Verify Enrollment: You're Finished

Congratulations!

Your company has been enrolled in E-Verify. Now just sit back and wait - the people you signed up as users will receive their user names and passwords by e-mail.

Most people receive our confirmation e-mail within a few minutes. You should check your e-mail inbox as well as your spam or junk mail folders because sometimes our e-mails are mistakenly marked as spam

If the e-mail is not received within 48 hours, please call our Customer Support line at 1-888-464-4218 for assistance Do not enroll your company again in E-Verify. If you attempt to reenroll, your enrollment may be delayed

Before you go, click on the "View Memorandum of Understanding" button and print a copy of the Memorandum of Understanding you electronically signed. Be sure to share it with your human resources manager, legal counsel and other appropriate staff.

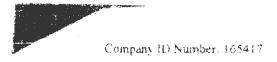
Thanks for signing up Your participation is vital in ensuring a legal United States workforce. If you ever have any questions, we're here to help – just give us a call at 1-888-464-4218 or e-mail us at E-Verity@dhs.gov

View Memorandum of Understanding

U.S. Department of Homeland Security | U.S. Citizenship and Immigration Services

Download Viewers

DocuSign Envelope ID: 6F1A815B-957B-4FF7-832E-57361573C31D



The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer Coyote Hill Christian Childrens Home

Debbie McFarland

Name (Please type or print)

Title

Electronically Signed

11/19/2008

Signature

Date

Department of Homeland Security - Verification Division

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

13/19/2008

Signature

Date



INFORMATION REQUIRED FOR THE E-VERIFY PROGRAM					
Information relating to your Cor	npany:				
Company Name	Coyote Hill Christian Childrens Home				
Company Facility Address	9501 Coyote Hill Rd. Harrisburg, MO 65256				
Company Alternate Address:	Company Alternate Address: PO Box 1 Harrisburg, MO 65256				
County or Parish	BOONE				
Employer Identification Number	431601128				
North American Industry Classification Systems Code.	623				
Parent Company					
Number of Employees	30 to 19 Number of Sites Verified for				
Are you verifying for more than	1 site? If yes, please provide the number of sites verified for in each State				
• MISSOURI	1 site(s)				
Information relating to the Program Administrator(s) for your Company on policy questions or operational problems					
Name. Debbie A McFartand Telephone Number (573) 874 - 0179 Fax Number (573) 875 - 0510 E-mail Address. debbie@coyotehill.org					

ACORD

CHRISTCH01

MSPENCER

DATE (MIN/DD/YYYY)

CERTIFICATE OF LIABILITY INSURANCE

12/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES

BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT Justin Miller PRODUCER TIG Advisors-Col 200 East Southampton Drive Columbia, MO 65203 PHONE (A/C, No. Ext): (573) 875-4800 (AC, No): (573) 875-4514 Final in the state of the state INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Philadelphia Indomnity Insurance Company 18058 MAURED INSURER B : Missouri Employers Mutual Insurance Company 10191 Coyote Hill Christian Children's Home INSURER C : PO Box 1 INSURER D : 9501 W Coyote Hill Rd Harrisburg, MO 65256 INSURER E: INSURER F : **COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. TYPE OF INSURANCE ADDL SUSP NED WAD POLICY NUMBER LIMITS 1,000,000 X COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE PREMISES (Ea occurre 1,000,000 CLAIMS-MADE X OCCUR PHPK2042507 9/29/2019 9/29/2020 X Professional / Abuse 20,000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY 3,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 3,000,000 X POLICY PRO. LOC PRODUCTS - COMP/OP AGG COMBINED SINGLE LIMIT 1,000,000 AUTOMOBILE LIABILITY ANY AUTO PHPK2042507 9/29/2019 9/29/2020 BODILY INJURY (Per person) OWNED AUTOS ONLY SCHEDULED BODILY INJURY (Per accident)
PROPERTY DAMAGE
(Per accident) HIRED AUTOS ONLY NON-OWNED AUTOS ONLY X 3,000,000 UMBRELLA LIAB OCCUR EACH OCCURRENCE PHUB695125 9/29/2019 9/29/2020 3,000,000 EXCESS LIAB CLAIMS-MADE AGGREGATE 10.000 DED X RETENTIONS WORKERS COMPENSATION AND EMPLOYERS LIABILITY X PER STATUTE MEM 1030978-09 9/29/2019 9/29/2020 500 000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT N 500,000 E.L. DISEASE - EA EMPLOYEE yes, describe under ESCRIPTION OF OPERATIONS bei 500,000 E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 191, Additional Remarks Schedule, may be attached if more space in required)
County of Boone, Missouri is an additional insured on the general liability policy when required by written contract but only to the extent provided by policy form PI-GLD-HS. 30 Day Notice of Cancellation to additional insured applies on the general liability policy but only to the extent provided by policy form PI-CANXAICH-002. CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. County of Boone, Missourl c/o Purchasing Department 613 E. Ash Street AUTHORIZED REPRESENTATIVE Columbia, MO 65201

ACORD 25 (2016/03)

ustin Millen

197-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

April Session of the April Adjourned

Term. 2020

County of Boone

} ea.

In the County Commission of said county, on the

28th

day of

April

2020

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached Agreement for Purchase of Services between Boone County and The Food Bank for Central & Northeast Missouri, Inc. for Emergency Food Purchase in Boone County.

Terms of the agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 28th day of April 2020.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Daniel Atwill

Fred J. Parry

District I Commissioner

Jane M. Thompson

District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO Director of Purchasing



613 E. Ash, Room 110 Columbia, MO 65201 Phone: (573) 886-4391

Fax: (573) 886-4390

MEMORANDUM

TO:

Boone County Commission

FROM:

Melinda Bobbitt, CPPO, CPPB

DATE:

April 22, 2020

RE:

Emergency Purchase Agreement: 16-30SEP20E - Emergency Food

Purchase

Attached for signature is a contract for a non-bid, emergency services contract: 16-30SEP20E - Emergency Food Purchase. This contract will provide emergency food for The Food Bank to distribute at various sites in Boone County.

The original request of \$100,000 was submitted to CoMoHelps (a partnership with Boone County Community Health, Columbia/Boone County Department of Public Health and Human Services, Heart of Missouri United Way, Community Foundation, and Veterans United). \$50,000 will be provided by Boone County Community Services, Community Health Fund, and the other \$50,000 by the local CoMoHelps funders.

Contract is with The Food Bank for Central & Northeast Missouri, Inc. of Columbia, Missouri. Total cost of agreement is \$50,000 and will be paid from department 2130 - Community Health / Med (Hospital Lease), account 71100 - Outside Services. We currently have a remaining budget of \$179,650.

cc:

Contract File



AGREEMENT FOR PURCHASE OF SERVICES

Purchase of Emergency Service Contract Emergency Food Purchase

	20.1	April	
THIS AGREEMENT dated the	28th 	day of	, 2020 is made
between Boone County, Missouri, a <mark>լ</mark>	political s	subdivision of the State	of Missouri through the
Boone County Commission, hereinaf	ter called	d "County" and The Foo	d Bank for Central &
Northeast Missouri, Inc. a tax-exemp	pt, not o	rganized for profit orga	nization or governmental
entity, hereinafter referred to as The	Food Ba	ank.	

WHEREAS, as part of an amendment to the lease agreement dated December 27, 2006, between Boone County Hospital and Barnes Jewish Christian, the County of Boone receives \$500,000 annually for the purposes of addressing community health needs, as determined by the Boone County Commission.

WHEREAS, the County desires to support the greatest possible level of independence and self-sufficiency of Boone County residents by promoting their physical, mental, and social well-being to cultivate a safe and healthy community.

WHEREAS, The Food Bank has submitted a quote to the County detailing the services and other supports to be provided along with the expected costs thereof; and

WHEREAS, the County has approved the quote in whole or in part as hereinafter set forth.

IN CONSIDERATION of the parties' performance of the respective obligations contained herein, the parties agree as follows:

FUNDING ALLOCATION FOR SERVICES RENDERED BY THE FOOD BANK

The Food Bank is expected to the greatest extent possible to maximize funding from all other sources. The Food Bank shall periodically, upon request, furnish to the County information as to its efforts to obtain such other sources of funding. The Food Bank shall only request reimbursement for services not reimbursable by any other source. The Food Bank shall not invoice the County for units of service invoiced to another funding source. The Food Bank shall provide documentation and assurance to the County that requests for reimbursement from the Community Health Fund (CHF) is not a duplication of reimbursement from any other source of funding.

- 1. *County Funding Policy*. The County Funding Policy is to be taken as part of this formal contract and is incorporated as if fully set forth herein.
- 2. **Contract Documents.** The Food Bank will perform the services and carry out the activities as set forth in this agreement. This agreement shall consist of Boone County Emergency Declaration Number **16-30SEP20E** (COVID-19), Work Authorization, Insurance Certificate and attached Required Clauses from Federal Emergency Management Agency. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions, and requirements contained in this Agreement shall prevail and control over The Food Bank's quote.
- 3. **Purchase.** The County agrees to purchase from The Food Bank and The Food Bank agrees to furnish **Emergency Food Purchase**, as described and in compliance with the attached quote. Services/deliverables shall be provided as outlined in the attached quote and are separate from services provided through The Food Bank's existing agreement through RFP #: 36-13SEP18. The County shall reimburse The Food Bank for the purchase of food to distribute in Boone County for up to \$50,000.00.
- 4. **Contract Duration.** This agreement shall commence on the date of award and extend for the period of sixty (60) days subject to the provisions for termination specified below. The Food Bank agrees and understands that the County may require supplemental information to be submitted at the request of the County.

This contract may at the sole discretion of the County and with the agreement of The Food Bank be extended for one-month periods by written order of the County. The Food Bank agrees and understands that the County may require supplemental information to be submitted by The Food Bank prior to any renewal of this agreement.

5. **Billing and Payment.** For the Purchase of Emergency Service Contract, the amount to be reimbursed is up to \$50,000 for the purchase of food to distribute in Boone County.

All billing shall be invoiced to the County monthly by the 10th of the month following the month for which services were provided. The County agrees to pay all monthly statements within thirty days of receipt of a correct and valid invoice/monthly statement. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of The Food Bank, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. **Availability of Funds.** Payments under this contract are dependent upon the availability of funds or as otherwise determined by the County. This contract can be terminated if funding becomes unavailable in whole or in part for cause shown, and the County shall have no obligation to continue payment.

REPORTING, MONITORING, AND MODIFICATION

- 7. **Reporting.** The County shall utilize this agreement with The Food Bank's quote to monitor service delivery and program expenditures. The Food Bank agrees to submit to the County a monthly report with the monthly statement. Payments may be withheld from The Food Bank if reports designated here are not submitted on time, until such time as the reports are filed and approved. Reporting information will be included in the 2020 Year End Report through The Food Bank's existing agreement through RFP #: 36-13SEP18.
- 8. **Audits.** The Food Bank also agrees to make available to the County a copy of its annual audit within four months after the close of The Food Bank's fiscal year. The audit must be performed by an independent individual or firm licensed by the Missouri State Board of Accountancy. The audit is to include a complete accounting for funds covered by this agreement in accordance with generally accepted accounting principles. In addition, the County requires that the management report of any audit as it relates to the County program activities be made available to the County as part of the required audit. Payment may be withheld from The Food Bank, if reports designated here are not made available upon request.
- 9. *Monitoring*. The Food Bank agrees to permit the County, the Director of the Community Services Department and any staff of the Community Services Department, or designee of the County to monitor, survey and The Food Bank's services, activities, programs, and client records, to determine compliance and performance with this contract, except as prohibited by laws protecting client confidentiality. In addition, The Food Bank hereby agrees that, upon notice of forty-eight (48) hours, it will make available to the County or its designee(s) all records, facilities, and personnel, for auditing, inspection, and interviewing, to determine the status of service, activities and programs covered hereunder, expenditure of CHF funds and all other matters set forth in the contract.
- 10. **Modification or Amendment.** In the event The Food Bank requests to make any change, modification, or an amendment to funded services, one-time items, activities, and/or programs covered by this contract, a request of the proposed modification or amendment must be submitted in writing to the Director of Community Services to share with the County for approval. A board resolution from The Food Bank may be required with the request. For consideration of a request to modify or amend the contract, requests should be submitted to the Director of the Community Services Department for consideration.

OTHER TERMS OF THIS CONTRACT

11. Violation of Client Rights. Any alleged case of a violation of a client's rights in a program funded through the Community Health Fund shall be investigated in accordance with The Food Bank's policies and procedures and in accordance with any local/state/federal regulations. The Food Bank agrees to notify the County through the Director of Community Services of any such incidents that have been reported to the appropriate governmental body and must also authorize the governmental body to notify the County of any substantiated

allegations. The Food Bank must comply with Missouri law regarding confidentiality of client records.

- 12. *Discrimination*. The Food Bank will refrain from discrimination on the basis of race, color, religion, sex, national origin, ancestry, disability, age, sexual orientation, genetic information, and familial status and comply will applicable provisions of federal and state laws, county or municipal statutes or ordinances, which prohibit discrimination in employment and the delivery of services.
- 13. *CHF to be used for Services Provided*. The Food Bank agrees that the CHF funds shall be used exclusively for the services provided to address community health needs and for administrative costs directly related to The Food Bank's provision of such services.
- 14. Accreditation/Licensure/Certifications. The Food Bank must comply with all state/federal certification and licensing requirements and all applicable federal, state, and local laws and must remain in "good standing" with the applicable oversight entity.
- 15. *Conflict of Interest*. The Food Bank agrees that no member of its Board of Directors or its employees now has, or will in the future, have any conflict of interest between himself/herself and The Food Bank, and this shall include any transaction in The Food Bank party, including the subject matter of this contract. Missouri law, as this term is used herein, shall define "Conflict of Interest".
- 16. **Subcontracts.** The Food Bank may enter into subcontracts for components of the contracted service as The Food Bank deems necessary within the terms of the contract. All such subcontracts require the written approval of the County or their designated representative. In performing all services under the resulting contract agreement, The Food Bank and subcontractor shall comply with all local, state, and federal laws. Any subcontractor shall be subject to the audit/monitoring requirements stated herein and all other conditions and requirements of this contract agreement.
- 17. *Employment of Unauthorized Aliens Prohibited*. The Food Bank agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. The Food Bank shall require each subcontractor to affirmatively state in its Agreement with The Food Bank that the subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Provider shall also require each subcontractor to provide The Food Bank a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.
- 18. *Litigation*. The Food Bank agrees that there is no litigation, claim, consent order, settlement agreement, investigation, challenge, or other proceeding pending or threatened against The Food Bank or any individual acting on The Food Bank's behalf, including

subcontractors, which seek to enjoin or prohibit **The Food Bank** from entering into this contract agreement of performing its obligations under this agreement.

- 19. **Board Ownership.** If The Food Bank ceases to be funded by the County or ceases to provide programs and services to address community health needs, pursuant to this contract, all capital equipment, materials, and buildings purchased with CHF funds shall be returned to Boone County unless so otherwise approved by a majority vote of The Food Bank. In addition, if The Food Bank no longer uses capital equipment, materials, or buildings purchased with CHF funds for its original intent, The Food Bank will need County approval to re-direct the use of such.
- 20. *Failure to Perform/Default*. In the event The Food Bank, at anytime, fails or refuses to perform according to the terms of this contract, as determined by the County, such failure or refusal shall constitute a default hereunder, and the County will be relieved of any further obligation to make payments to The Food Bank as set out herein. This contract will be terminated at the option of the County.
- 21. **Termination.** This Contract may be terminated, with or without cause, by either party upon seven (7) days written notice to the other party. In addition, this agreement may be terminated by the County upon seven (7) days' advance written notice for any of the following reasons or under any of the following circumstances:
- a. The County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. The County may terminate this agreement if key personnel providing services are changed such that in the opinion of the County delivery of services are or will be delayed or impaired, or if services are otherwise not in conformity with proposal specification, or if services are deficient in quality in the sole judgment of the County, or
- c. The County may terminate this agreement should The Food Bank fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, or
- d. If appropriations are not made available and budgeted for any calendar year to fund this agreement.

Upon receipt of notice of termination, The Food Bank shall make every effort to reduce or cancel outstanding commitments and shall incur no additional expenses. The County shall reimburse The Food Bank for outstanding expenses incurred up to the date of termination, including uncancellable obligations and reasonable termination costs, but in no event, will such costs exceed the total funds presently allocated to this Contract.

22. *Insurance Requirements.* The Food Bank shall not commence work under this contract until they have obtained all insurance required in this section and such insurance has been approved by the County. All policies shall be in amounts, form, and companies

satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.

a. Worker's Compensation and Employers' Liability Insurance: The Food Bank shall take out and maintain during the life of this contract, Worker's Compensation and Employers' Liability Insurance for all their employees employed at the site of work, and in case any work is sublet, The Food Bank shall require the subcontractor similarly to provide Worker's Compensation Insurance and Employers' Liability Insurance for all of the latter's employees unless such employees are covered by the protection afforded by The Food Bank.

Worker's Compensation and Employers' Liability Insurance coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit.

b. Comprehensive General Liability Insurance: The Food Bank shall take out and maintain during the life of this contract, such Comprehensive General Liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per limit for any one occurrence covering both bodily injury and property damage, including accidental death. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. The Food Bank shall furnish the County with Certificate(s) of Insurance which name the County of Boone — Missouri as additional insured in an amount as required in this contract and requiring a thirty (30) day mandatory written cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.

The Food Bank shall provide the County with proof of Comprehensive General Liability and Property Damage Insurance with the County as additional insured, which shall protect the County against any and all claims which might arise as a result of the operations of The Food Bank in fulfilling the terms of this contract during the life of the Contract. The minimum limit of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply. Coverage wording shall include hold harmless agreement as written below, subrogation waiver and protection against third party suits to further protect Boone County from liability belonging to The Food Bank.

c. **Professional Liability Insurance:** The Food Bank is required to carry Professional Liability Insurance with a limit of no less than \$1,000,000.00 and naming Boone County as additional insured.

- d. **Commercial Automobile Liability:** The Food Bank shall maintain during the life of this contract, Commercial Automobile Liability Insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of The Food Bank's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 23. Indemnification. To the extent permitted under Missouri law, The Food Bank agrees to hold harmless, defend and indemnify the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of The Food Bank (meaning anyone, including but not limited to consultants having a contract with The Food Bank or subcontractor for part of the services), or anyone directly or indirectly employed by The Food Bank, or of anyone for whose acts The Food Bank may be liable in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its negligence.
- 24. **Publicity by The Food Bank.** The Food Bank shall notify the County of contact with the media regarding CHF funded programs or profiles of participants in CHF funded programs. The Food Bank will acknowledge the County as a funding source whenever publicizing CHF funded program. The Food Bank will collaborate with the County to inform the community about the ways its tax dollars are being invested in services and supports. The Food Bank agrees to acknowledge the Community Health Fund as a funding source on written and electronic publications including brochures, annual reports, and newsletters.
- 25. *Independence*. This contract does not create a partnership, joint venture, or any other form of joint relationship between the County and The Food Bank. The County does not recognize any of The Food Bank's employees, agents, or volunteers as those of the County.
- 26. *Binding Effect*. This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
- 27. *Entire Agreement*. This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and other proposal or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
- 28. **Record Retention Clause.** The Food Bank shall keep and maintain all records relating to this contract agreement sufficient to verify the delivery of services in accordance with the terms of this agreement for a period of three (3) years following expiration of this agreement and any applicable renewal.
- 29. *Notice*. Any written notice or communication to the County shall be mailed or delivered to:

Boone County Purchasing 613 E. Ash Street Columbia, MO 65201

Any written notice or communication to The Food Bank shall be mailed or delivered to:

The Food Bank for Central & Northeast Missouri, Inc.

Attn: Lindsay Young Lopez 2101 Vandiver Drive Columbia, MO 65202

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

The Food Bank for Central & Northeast		Boone County, Missouri		
Missouri, Inc.		By: Boone County Commission		
DocuSigned by: Lindsay Lopen 925792787276459		DocuSigned by: Daniel K. Atwill BA4B934CED6E4EB		
Signature President and CEO By: Printed Name/Title		Presiding Commissioner		
APPROVED AS TO FORM:		ATTEST:		
DocuSigned by:		Brianna L Lunon by M+ 7D82DA986BF6495		
County Counselor		County Clerk		
appropriation balance exists a	nd is available to satisfy th	60.660, I hereby certify that a sufficient unencumbered ne obligation(s) arising from this contract. (Note: of this contract do not create a measurable county		
DocuSigned by: Time PiceNowl by jo	4/20/2020	(2130/71100/\$50,000.00)		
Signature	Date	Appropriation Account		
	An Affirmative Action,	/Equal Opportunity Employer		

REQUIRED CLAUSES FROM FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

The Federal Emergency Management Agency (FEMA) requires that the following terms and conditions be incorporated in this solicitation and subsequent contract. By submitting a Proposal in response to this solicitation, the vendor acknowledges and agrees to adhere to the specific requirements of these clauses.

ACCESS TO RECORDS

The following access to records requirements applies to the contract:

- 1. The contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 3. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors who apply or bid for an award of \$100,000 or more shall file the required, attached certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making

of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- a. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fail SECTION 5 ATTACHMENTS RFP Number: 18-0905 73
- 3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT (\$100K+)

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

ENERGY POLICY AND CONSERVATION ACT

Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Executive Order 11061, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

ROYALTIES AND PATENTS

The contractor hereby guarantees that they has full legal right of materials, supplies, equipment, machinery, articles, software or things involved in the contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that are, in any way, involved in the contract. It shall be the responsibility of the contractor to pay for all such royalties and costs. The contractor shall hold and save Boone County, Missouri, its officers, agents, servants and employees, harmless from

liability of any kind or nature, including reasonable attorney's fees, for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract. During the pendency of any claim against contractor of County with respect to contractor's ownership and/or authority, the County may withhold payment of any sums otherwise required to be paid hereunder.

CONFIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT PROHIBITION

- a. The contractor agrees that all information, data, findings, recommendations, bids, et cetera by whatever name described and in whatever form secured, developed, written or produced by the contractor in furtherance of this contract shall be the property of the County. The contractor shall take such action as is necessary under law to preserve such property rights of the County while such property is within the control and/or custody of the contractor. By this contract, the contractor specifically waives and/or releases to the County any cognizable property right of the contractor to copyright, license, patent or otherwise use such information, data, findings, recommendations, responses, et cetera.
- b. The contractor understands and agrees that data, materials, and information disclosed to contractor may contain confidential and protected data. Therefore, the contractor promises and assures that data, material, and information gathered, based upon or disclosed to the contractor for the purpose of this contract, shall not be disclosed to others or discussed with other parties without the prior written consent of the County.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. <u>Violation; liability for unpaid wages; liquidated damages.</u> In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated

damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- 3. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request . of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- 4. <u>Subcontracts</u>. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

DEBARMENT AND SUSPENSION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.

Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the vendor must certify the following, as required by the regulations implementing Executive Order 12549. Contractor's certification is a material representation upon which the contract award was based.

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

Instructions for Certification

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification 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 lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had 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 meaning set out in the Definitions and Coverages 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 lower tier participant agrees by submitting this response 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, 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 Federal Procurement and Non-procurement 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 proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is 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 lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

DHS SEAL, LOGOS AND FLAGS

The contractor shall not use the DHS seals, logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

EQUAL EMPLOYMENT OPPORTUNITY (\$10K+)

For all construction contracts awarded in excess of \$10,000, both parties hereby agree to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another

employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as SECTION 5 ATTACHMENTS RFP Number: 18-0905 76 provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to the contract.

COPELAND "ANTI-KICKBACK" ACT (for all construction and repair)

For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

DAVIS-BACON ACT (Construction \$2K+)

Applicability of Davis-Bacon Act - The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

For all construction contracts awarded in excess of \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).

SECTIONS 103 AND 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - (construction, \$2K+; employment of mechanics/laborers, \$2,500+)

For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).

REMEDIES

The County shall have all rights and remedies afforded under the U.C.C. and Missouri law in contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

TERMINATION

Subject to the provisions below, this Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in

progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

Termination for Convenience - The County may terminate the Contract for convenience at any time in which case the parties shall negotiate reasonable termination costs.

Termination for Cause - In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

Termination Due to Unavailability of Funds in Succeeding Fiscal Years - If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

CHANGES

Alterations, amendments, changes, modifications or additions to the contract shall not be binding on the County without prior written approval.

PROCUREMENT OF RECOVERED MATERIALS

In the performance of the contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products.htm.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Lindsay Lopes	4/20/2020
Contractor Signature	Date

DocuSign Envelope ID: 869D1B91-5B6C-44CC-A70B-3CB25BBE5117

ACORD

CERTIFICATE OF LIABILITY INSURANCE

FOOBA-1

OP ID: EG

DATE (MM/DD/YYYY) 11/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	314-746-4700	CONTACT		
Huntleigh McGehee 8235 Forsyth Boulevard, #1200			FAX (A/C, No): 314-889-3700	
Huntleigh McGehee 8235 Forsyth Boulevard, #1200 Clayton, MO 63105		E-MAIL Segraf@hmrisk.com		
		INSURER(S) AFFORDING COVERAGE	NAIC #	
		INSURER A: West Bend	15350	
INSURED he Food Bank For Central and lornesst Missourt, inc.		INSURER B : MO Employers Mutual	10191	
		INSURER C: Travelers Cas & Surety Co.	31194	
The Food Bank For Central and Northeast Missouri, Inc. Central MO Food Bank & Central Fairty DBA The Food Bank 101 Vandiver D. Columbia, MO 68202-1910		INSURER D : Lloyds of London	047944	
Columbia, MO 66202-1910		INSURER E :		
		INSURER F:		

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THE IC TO CEPTICA THE	T THE DOLLOW OF INCHOLING HOTED DELOW HAVE DE	THE ISSUED TO THE MICHOLD MANAGE ADOME FOR THE

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	KCLUSIONS AND CONDITIONS OF SUCH								
INSR	TYPE OF INSURANCE		SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	s	0200 007 0
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	s	1,000,000
	CLAIMS-MADE X OCCUR			A08315203	12/01/2019	12/01/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
							MED EXP (Any one person)	s	10,000
							PERSONAL & ADV INJURY	s	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	s	3,000,000
	X POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	s	3,000,000
	OTHER:							\$	
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X ANY AUTO			A08315203	12/01/2019	12/01/2020	BODILY INJURY (Per person)	\$	
1	OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	s	
ĺ	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
								ş	
A	X UMBRELLA LIAB X OCCUR				-		EACH OCCURRENCE	\$	2,000,000
l	EXCESS LIAB CLAIMS-MADE			A08315203	12/01/2019	12/01/2020	AGGREGATE	\$	2,000,000
	DED X RETENTIONS 0							\$	
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER OTH- STATUTE ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		MEM 2019204-02	02/22/2019	02/22/2020	E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory in NH)	m/^					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
C	Directors&Officers			106215965	12/01/2019	12/01/2020	Limit		1,000,000
D	Cyber Liability		1	1125130	12/01/2019	12/01/2020	Limit		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The County of Boone - Missouri is included as Additional Insured for Commercial General Liability, Business Automobile Liability and Umbrella Liability, if required by written contract. 30 days' notice of cancellation applies, except in the event of nonpayment of premium in which 10 days' notice applies.

CERTIFICATE HOLDER	CANCELLATION	
County of Boone, Missouri C/O Purchasing Department	SHOULD ANY OF THE ABOVE DESCRIBED POI THE EXPIRATION DATE THEREOF, NOTIC ACCORDANCE WITH THE POLICY PROVISIONS	CE WILL BE DELIVERED IN
613 E. Ash Street Columbia, MO 65201	Milt Shane	

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

ATTACHMENT C

WORK AUTHORIZATION CERTIFICATION PURSUANT TO 285.530 RSMo (FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of Boone)
State of Missouri) ss)

My name is Lindsay Y. Lopez. I am an authorized agent of The Food Bank for Central & Nov thas This Souri (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Lindsay Young Lopez

Subscribed and swom to before me this 16 day of July , 2019

BRITTANY E UTTERBACK Notary Public, Notary Seal State of Missouri Boone County Commission # 18455538 My Commission Expires 10-21-2022

Attach to this form the *E-Verify Memorandum of Understanding* that you completed when enrolling.

DocuSign Envelope ID: A9D7DF40-9D6D-4561-816A-F158443E9BED

DocuSign Envelope ID: 869D1B91-5B6C-44CC-A70B-3CB25BBE5117

Company ID Number: 159633

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer Central Missouri Food Bank Network, Inc.

Shari Riley	
Name (Please type or print)	Title
Electronically Signed	10/21/2008
Signature	Date
Department of Homeland Security - V	erification Division
USCIS Verification Division	
Name (Please type or print)	Title
Electronically Signed	10/21/2008
Signature	Date

Company ID Number: 159633

INFORMATION REQUIRED FOR THE E-VERIFY PROGRAM			
FOR THE E-VERIPT PROGRAM			
Information relating to your Comp	any:		
Company Name:	Central Missouri Food Bank Network, Inc		
Company Facility Address:	2101 Vandiver Dr Suite B		
	Columbia, MO 65202		
Carring Alternation Address			
Company Alternate Address:			
County or Parish:	BOONE		
Employer Identification Number:	431238934		
North American Industry Classification Systems Code:	624		
Parent Company:			
Number of Employees:	20 to 99 Number of Sites Verified for:		
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State.			
 MISSOURI 	l site(s)		
	Administrator of the same Company on relian quantions or control problems:		

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:

Shari Riley

Telephone Number: E-mail Address:

(573) 474 - 1020 ext. 308

sharir@centralmofoodbank.org

Fax Number:

(573) 474 - 9932

Sally Thies

Telephone Number: E-mail Address:

(573) 474 - 1020 ext. 317317

sallyt@centralmofoodbank.org

Fax Number:

Re: Conference Call

Jeffrey Richter <jerichter@sharefoodbringhope.org>

Thu 4/9/2020 3:01 PM

To: Kristin Cummins <KCummins@boonecountymo.org>; Joanne Nelson <JNelson@boonecountymo.org>
Cc: Megan Corbin <MCorbin@boonecountymo.org>; Lindsay Lopez Lindsayl@sharefoodbringhope.org>; Shannon Stokes <sstokes@sharefoodbringhope.org>; Barry Hibdon

Shibdon@sharefoodbringhope.org>; Daryle Bascom <daryleb@sharefoodbringhope.org>

We usually use go to meeting here. Please set up the zoom meeting and we can log in from our computers

Get Outlook for iOS

From: Kristin Cummins < KCummins@boonecountymo.org>

Sent: Thursday, April 9, 2020 3:00:02 PM

To: Jeffrey Richter <jerichter@sharefoodbringhope.org>; Joanne Nelson <JNelson@boonecountymo.org> **Cc:** Megan Corbin <MCorbin@boonecountymo.org>; Lindsay Lopez Lindsayl@sharefoodbringhope.org>;

Shannon Stokes <sstokes@sharefoodbringhope.org>; Barry Hibdon

 Shibdon@sharefoodbringhope.org>; Daryle

Bascom <daryleb@sharefoodbringhope.org>

Subject: Re: Conference Call

EXTERNAL EMAIL: Do not open attachments/click links if source is unknown.

3:30 works for us! Are you able to set up a Zoom meeting and send the link? We can if you don't have an account.

From: Jeffrey Richter < jerichter@sharefoodbringhope.org>

Sent: Thursday, April 9, 2020 2:56 PM

To: Kristin Cummins < KCummins@boonecountymo.org>; Joanne Nelson < JNelson@boonecountymo.org> **Cc:** Megan Corbin < MCorbin@boonecountymo.org>; Lindsay Lopez < lindsayl@sharefoodbringhope.org>; Shannon Stokes < sstokes@sharefoodbringhope.org>; Barry Hibdon < bhibdon@sharefoodbringhope.org>; Daryle

Bascom <daryleb@sharefoodbringhope.org>

Subject: RE: Conference Call

Kristin,

Sorry for the delay—are you available at 3:30? That works with us here.

Thanks!



Jeffrey Richter

Chief Financial Officer

The Food Bank for Central & Northeast Missouri 2101 Vandiver Drive

Columbia, MO 65202 Direct Line: (573) 447-6623 ShareFoodBringHope.org



From: Jeffrey Richter

Sent: Thursday, April 9, 2020 11:15 AM

To: Kristin Cummins < KCummins@boonecountymo.org>; Joanne Nelson < JNelson@boonecountymo.org> Cc: Megan Corbin < MCorbin@boonecountymo.org>; Lindsay Lopez < lindsayl@sharefoodbringhope.org>; Shannon Stokes <sstokes@sharefoodbringhope.org>; Barry Hibdon

 Shibdon@sharefoodbringhope.org>; Daryle

Bascom <daryleb@sharefoodbringhope.org>

Subject: RE: Conference Call

Kristin,

I spoke with my team this morning, and I'd really want to get our programs and ops leaders on the phone with you. Can we do another call with a few of my people included?

Thanks,



Jeffrey Richter

Mail - Kristin Cummins - Outlook

4/14/2020

Chief Financial Officer

The Food Bank for Central & Northeast Missouri 2101 Vandiver Drive

Columbia, MO 65202

Direct Line: (573) 447-6623 <u>ShareFoodBringHope.org</u> <u>Connect with The Food Bank</u>:





From: Kristin Cummins < KCummins@boonecountymo.org>

Sent: Thursday, April 9, 2020 11:13 AM

To: Joanne Nelson <<u>JNelson@boonecountymo.org</u>>; Jeffrey Richter <<u>jerichter@sharefoodbringhope.org</u>>

Cc: Megan Corbin < MCorbin@boonecountymo.org>

Subject: Re: Conference Call

EXTERNAL EMAIL: Do not open attachments/click links if source is unknown. Hi Jeff,

Thank you for taking time to talk with us yesterday afternoon. It was helpful learning more of the logistics in funding and distribution of food items. We will continue working on preparing the Emergency Procurement contract to help purchase food and/or support mobile pantries in Boone County. I have in my notes that you will look into the following:

- Discuss with your Operations Team the best way to utilize Emergency Procurement funding
- Mapping capabilities of people utilizing Central or mobile pantries
- Discuss capacity of purchasing and storing diapers and wipes in bulk and distribution to home visiting partners
- Coordination of purchasing fresh produce from local farmers and distributing at pantries Please let us know if you have any questions. Thanks!

From: Joanne Nelson < JNelson@boonecountymo.org>

Sent: Wednesday, April 8, 2020 8:43 PM

To: Jeffrey Richter < jerichter@sharefoodbringhope.org>

Cc: Megan Corbin < MCorbin@boonecountymo.org>; Kristin Cummins < KCummins@boonecountymo.org>

Subject: Re: Conference Call

Yes, we would be interested in the diapers. We have a board meeting in the morning, but we will be in touch.

Thanks-Joanne

Sent from my iPhone

On Apr 8, 2020, at 8:23 PM, Jeffrey Richter < jerichter@sharefoodbringhope.org > wrote:

It sounds like we may have a pallet or two of diapers available in our current inventory. Looking into volume on wipes. Would you be interested in the existing diapers now? We can still discuss acquiring more diapers/wipes.

Get Outlook for iOS

From: Megan Corbin < MCorbin@boonecountymo.org>

Sent: Wednesday, April 8, 2020 2:29:40 PM

To: Jeffrey Richter < jerichter@sharefoodbringhope.org>; Kristin Cummins

< KCummins@boonecountymo.org>

Cc: Joanne Nelson < JNelson@boonecountymo.org>

Subject: Re: Conference Call

EXTERNAL EMAIL: Do not open attachments/click links if source is unknown.

Also, please disregard the time listed below at 3:00 pm. We will still be meeting at 2:45 pm.

Thanks.

Megan Corbin Bania

She/her/hers
Data and Performance Analyst
Boone County Community Services Department
605 E. Walnut, Ste. A

Columbia, MO 65201 Phone: 573-886-4298

[www.showmeboone.com/communityservices/]www.showmeboone.com/communityservices/

<Outlook-BCSEALjpeg.png>

<Outlook-BCCSF hori.png>

From: Megan Corbin < MCorbin@boonecountymo.org>

Sent: Wednesday, April 8, 2020 2:24 PM

To: Jeffrey Richter < jerichter@sharefoodbringhope.org>; Kristin Cummins

<KCummins@boonecountymo.org>

Cc: Joanne Nelson < <u>JNelson@boonecountymo.org</u>>

Subject: Re: Conference Call

Here is information for today's meeting:

Megan Corbin is inviting you to a scheduled Zoom meeting.

Topic: Food Bank Conversation

Time: Apr 8, 2020 03:00 PM Central Time (US and Canada)

Join Zoom Meeting

https://zoom.us/j/119823183?pwd=a0lhbWdGOXROSXk2MFc3OVFJMGFmdz09

Join our Cloud HD Video Meeting now

Mail - Kristin Cummins - Outlook

Zoom is the leader in modern enterprise video communications, with an easy, reliable cloud platform for video and audio conferencing, chat, and webinars across mobile, desktop, and room systems. Zoom Rooms is the original software-

zoom.us

Meeting ID: 119 823 183

Password: 557357 One tap mobile

- +16465588656,,119823183#,,#,557357# US (New York)
- +13126266799,,119823183#,,#,557357# US (Chicago)

Dial by your location

- +1 646 558 8656 US (New York)
- +1 312 626 6799 US (Chicago)
- +1 301 715 8592 US
- +1 346 248 7799 US (Houston)
- +1 669 900 9128 US (San Jose)
- +1 253 215 8782 US

Meeting ID: 119 823 183

Password: 557357

Find your local number: https://zoom.us/u/aVPz4UPa

Megan Corbin Bania

She/her/hers

Data and Performance Analyst

Boone County Community Services Department

605 E. Walnut, Ste. A Columbia, MO 65201

Phone: 573-886-4298

[www.showmeboone.com/communityservices/]www.showmeboone.com/communityservices/

<Outlook-BCSEALjpeg.png>

<Outlook-BCCSF hori.png>

From: Jeffrey Richter < jerichter@sharefoodbringhope.org>

Sent: Wednesday, April 8, 2020 2:07 PM

To: Kristin Cummins < KCummins@boonecountymo.org>

Cc: Joanne Nelson < JNelson@boonecountymo.org; Megan Corbin

<MCorbin@boonecountymo.org>

Subject: RE: Conference Call

Yes

<image002.jpg>
Jeffrey Richter

Chief Financial Officer

The Food Bank for Central & Northeast Missouri

2101 Vandiver Drive Columbia, MO 65202 Direct Line: (573) 447-6623 ShareFoodBringHope.org

Connect with The Food Bank:

<image003.png>

<image004.png>

<image005.png>

<image006.png>

From: Kristin Cummins < KCummins@boonecountymo.org>

Sent: Wednesday, April 8, 2020 2:07 PM

To: Jeffrey Richter < jerichter@sharefoodbringhope.org>

Cc: Joanne Nelson < <u>JNelson@boonecountymo.org</u>>; Megan Corbin

<<u>MCorbin@boonecountymo.org</u>> **Subject:** Re: Conference Call

EXTERNAL EMAIL: Do not open attachments/click links if source is unknown.

Are you available at 2:45? I can set up a conference call line if so.

From: Jeffrey Richter < jerichter@sharefoodbringhope.org>

Sent: Wednesday, April 8, 2020 2:00 PM

To: Kristin Cummins < KCummins@boonecountymo.org>

Cc: Joanne Nelson < JNelson@boonecountymo.org >; Megan Corbin

< MCorbin@boonecountymo.org>
Subject: RE: Conference Call

Kristin,

Can we still do a call this afternoon still? I just wrapped up a webinar with Feeding America that answered a lot of questions here, but also generated new ones about sources of funding.

<image007.jpg>
Jeffrey Richter
Chief Financial Officer
The Food Bank for Central & Northeast Missouri
2101 Vandiver Drive

Mail - Kristin Cummins - Outlook

Columbia, MO 65202 Direct Line: (573) 447-6623 ShareFoodBringHope.org Connect with The Food Bank: <image003.png>

<image004.png>

<image005.png>

<image006.png>

From: Kristin Cummins < KCummins@boonecountymo.org>

Sent: Wednesday, April 8, 2020 8:17 AM

To: Jeffrey Richter < jerichter@sharefoodbringhope.org>

Cc: Joanne Nelson < JNelson@boonecountymo.org>; Megan Corbin

<<u>MCorbin@boonecountymo.org</u>> **Subject:** RE: Conference Call

EXTERNAL EMAIL: Do not open attachments/click links if source is unknown.

Good Morning,

I wanted to check in with you to see when we can schedule a conference call. Please let me know what works best for you from the times listed below.

Thanks,

Kristin Cummins

She/her/hers
Program Manager
Boone County Community Services Department
605 E. Walnut, Ste. A
Columbia, MO 65201
Phone: 573-886-4298
www.showmeboone.com/communityservices/

<image008.jpg>

<image009.png>

From: Kristin Cummins

Sent: Monday, April 06, 2020 2:11 PM

To: Jeffrey Richter < jerichter@sharefoodbringhope.org>

Cc: Joanne Nelson < JNelson@boonecountymo.org >; Megan Corbin

< MCorbin@boonecountymo.org>

Subject: Conference Call

Hello,

We would like to find a time to discuss the remaining funding in the Food Bank's contracts and additional support during COVID-19. We're available from the following times:

Tuesday, April 7 - 12:00-1:30; 2:45-4:30

Mail - Kristin Cummins - Outlook

- Wednesday, April 8 10:30-1:30; 2:45-5:00
- Thursday, April 9 11:00-1:30
- Friday, April 10 12:30-1:30; 2:45-5:00

Feel free to share with anyone else you think should be in the call and let us know what works best for you.

Thank You,

FW: Request for financial assistance

Joanne Nelson < JNelson@boonecountymo.org>

Tue 4/14/2020 1:13 PM

To: Kristin Cummins < KCummins@boonecountymo.org>

I have added The Food Bank's original request to the Community Services Department/COVID10/Emergency Procurement file. Below is a string of emails that shows that the original request of \$20,000 wasn't going to be enough. I would include both their original request and this string of emails be included with the contract. Let me know if you have any further questions.

Thanks,

Joanne Nelson

www.showmeboone.com

She/her/hers
Director
Boone County Community Services Department
605 E. Walnut, Ste. A
Columbia, MO 65201
Phone: 573-886-4298



From: Steve Hollis <Steve.Hollis@como.gov> Sent: Tuesday, April 14, 2020 12:57 PM

To: Joanne Nelson <JNelson@boonecountymo.org>
Subject: Fwd: Request for financial assistance

Steve Hollis, Human Services Manager
Division of Human Services
Columbia/Boone County Department of Public Health and Human Services
1005 W. Worley St.
Columbia, MO 65203
V 573.874.7352
steve.hollis@como.gov



CONFIDENTIALITY STATEMENT

This email is from the Columbia/Boone County Department of Public Health and Human Services. It contains confidential or privileged information that may be protected from disclosure by law. Unauthorized disclosure, review, copying, distribution, or use of this message or its contents by anyone other

Mail - Kristin Cummins - Outlook

than the intended recipient is prohibited. If you are not the intended recipient, please immediately destroy this message and notify the sender by emailing steve.hollis@como.gov or by calling 573.874-7488.

----- Forwarded message -----

From: Jeffrey Richter < jerichter@sharefoodbringhope.org>

Date: Fri, Apr 3, 2020 at 8:37 AM

Subject: Re: Request for financial assistance To: Steve Hollis < Steve. Hollis@como.gov>

Cc: Lindsay Lopez < lindsayl@sharefoodbringhope.org >, Andrew Grabau < AGrabau@uwheartmo.org >, John Baker

<<u>John.Baker@como.gov</u>>, Julie Dorn <<u>Julied@sharefoodbringhope.org</u>>, Pam Williams

<pamwilliams@sharefoodbringhope.org>

\$100,000

Get Outlook for iOS

From: Steve Hollis < Sent: Friday, April 3, 2020 8:33:06 AM

To: Jeffrey Richter < jerichter@sharefoodbringhope.org>

Cc: Lindsay Lopez < lindsay Lopez < lindsayl@sharefoodbringhope.org; Andrew Grabau < AGrabau@uwheartmo.org; John Baker

<<u>John.Baker@como.gov</u>>; Julie Dorn <<u>Julied@Sharefoodbringhope.org</u>>; Pam Williams

<pamwilliams@Sharefoodbringhope.org>
Subject: Re: Request for financial assistance

EXTERNAL EMAIL: Do not open attachments/click links if source is unknown.

How much can you use now. In some way it's easier if we handle fewer, bigger requests.

Steve Hollis, Human Services Manager
Division of Human Services
Columbia/Boone County Department of Public Health and Human Services
1005 W. Worley St.
Columbia, MO 65203
V 573.874.7352
steve.hollis@como.gov



CONFIDENTIALITY STATEMENT

This email is from the Columbia/Boone County Department of Public Health and Human Services. It contains confidential or privileged information that may be protected from disclosure by law. Unauthorized disclosure, review, copying, distribution, or use of this message or its contents by anyone other than the intended recipient is prohibited. If you are not the intended recipient, please immediately destroy this message and notify the sender by emailing steve.hollis@como.gov or by calling 573.874-7488.

On Fri, Apr 3, 2020 at 8:29 AM Jeffrey Richter < jerichter@sharefoodbringhope.org > wrote:

Steve,

Mail - Kristin Cummins - Outlook

20k is an estimate for one truckload of food. We requested guidance on what amount funding may be available through this program and received limited feedback. Based on all conversations, our understanding was that the food request would be resubmitted when filled as this is an ongoing campaign.

Get Outlook for iOS

From: Steve Hollis < Steve. Hollis@como.gov>

Sent: Friday, April 3, 2020 8:23:51 AM

To: Lindsay Lopez < lindsayl@sharefoodbringhope.org>

Cc: Andrew Grabau AGrabau@uwheartmo.org; John Baker John.Baker@como.gov; Julie Dorn

<<u>Julied@Sharefoodbringhope.org</u>>; Pam Williams <<u>pamwilliams@Sharefoodbringhope.org</u>>; Jeffrey Richter

<jerichter@sharefoodbringhope.org>

Subject: Re: Request for financial assistance

EXTERNAL EMAIL: Do not open attachments/click links if source is unknown.

Lindsay,

we were a bit surprised the request was only \$20k. Is that per week? Would you be coming back with more requests? Food is a top priority for us, so we stand by ready to provide additional funding.

Steve Hollis, Human Services Manager
Division of Human Services
Columbia/Boone County Department of Public Health and Human Services
1005 W. Worley St.
Columbia, MO 65203
V 573.874.7352
steve.hollis@como.gov



CONFIDENTIALITY STATEMENT

This email is from the Columbia/Boone County Department of Public Health and Human Services. It contains confidential or privileged information that may be protected from disclosure by law. Unauthorized disclosure, review, copying, distribution, or use of this message or its contents by anyone other than the intended recipient is prohibited. If you are not the intended recipient, please immediately destroy this message and notify the sender by emailing steve.hollis@como.gov or by calling 573.874-7488.

On Thu, Apr 2, 2020 at 4:09 PM Lindsay Lopez < lindsayl@sharefoodbringhope.org > wrote:

Colleagues,

Our grants manager submitted an ask today for assistance and had intended to put in two additional asks but the software did not allow her to do so. I wanted to share with you the breakdown we had intended to request in total. Please let me know if you have any questions. Many thanks.

Here is the new breakdown for all of our three asks for these applications:

Truck load of food: \$20,000

Lap top computers: \$3,533.80

Cleaning supplies: \$2,840.72

Total: \$26,374.52

Gratefully,

Lindsay Young Lopez

Gindsay

President and CEO

The Food Bank for Central & Northeast Missouri

2101 Vandiver Drive

Columbia, MO 65202

(573) 474-1020

ShareFoodBringHope.org

Connect with The Food Bank:









#17

COMPLETE

Collector:

Web Link 1 (Web Link)

Started: Last Modified: Friday, April 03, 2020 8:11:51 AM Friday, April 03, 2020 8:16:15 AM

Time Spent: IP Address:

00:04:24 216.106.66.82

Page 1: About the CoMoHelps COVID-19 Fund

Q1 Are you completing this application for an organization or an individual?

I am completing this application on behalf of an organization.

Page 2: COVID-19 Fund Application

Q2 Please direct this application to one of the following:

Heart of Missouri United Way (for any Health and Human Service Nonprofit Organizations serving people in Boone, Cooper, and Howard Counties)

Q3 Contact Information for COVID-19 Funds Application

Name

Lindsay Lopez, President and CEO

Organization

The Food Bank for Central & Northeast Missouri

Address

2101 Vandiver Drive

City/Town

Columbia

State/Province

MO

ZIP/Postal Code

Email Address

lindsayl@sharefoodbringhope.org

Phone Number

5734741020

Q4 Please briefly describe your organization, its mission/purpose, legal status (e.g. LLC, 501 (c)3, etc.), and your service area.

"Through empowerment, education and partnerships, The Food Bank for Central & Northeast Missouri brings together community resources to feed people in need."

---Mission Statement

The Food Bank for Central & Northeast Missouri is a hunger-relief network distributing food at no cost to recipients at nearly 370 partner agencies. Partner agencies include food pantries, soup kitchens, non-profit rehabilitation programs, shelters for the abused and homeless, schools and mobile pantries. We also provide targeted programs for low-income children, senior citizens, and veterans. The Food Bank owns and operates Central Pantry, one of the largest in the state. Central Pantry, located in Columbia, serves over 10,000 Boone County participants every month and distributes over six million pounds of food annually.

For more than 38 years, The Food Bank has been on the front lines in the fight against hunger, providing millions of pounds of groceries to the working poor, single-parent households, children, older adults, Veterans, the homeless and others living in poverty. This includes many families grappling with severe and multi-generational poverty, but it also includes individuals who may have found themselves unexpectedly in need after a job loss, illness or other emergency. In 2019, The Food Bank distributed over 33 million pounds of food, with a wholesale value of over \$52 million.

The Food Bank is located in Columbia, Missouri and serves a 32-county area that covers more than 18,000-square miles in central and northeast Missouri, reaching the state borders of both lowa and Illinois (approximately one-third of the state). This includes the following counties: Adair, Audrain, Benton, Boone, Callaway, Camden, Chariton, Clark, Cole, Cooper, Howard, Knox, Lewis, Linn, Macon, Maries, Marion, Miller, Moniteau, Monroe, Morgan, Osage, Pettis, Phelps, Putnam, Randolph, Ralls, Saline, Schuyler, Scotland, Shelby and Sullivan. This area is predominantly comprised of small, rural communities, but also includes the City of Columbia and Missouri's state capital, Jefferson City.

We are motivated by the conviction that no one should be hungry, and by the belief that nutritious food should be accessible to all.

Q5 Please categorize your funding request.

Funding for services (for example: food distribution, grocery shopping and delivery, home delivered meals, etc.)

Q6 Please describe the need for funding in relation to the pandemic. Please be detailed and include the time frame of your observation (for example: we've seen an increase in requests for financial assistance related to COVID-19 job losses since March 20, 2020; due to social distancing measures which required us to close our doors to business we've seen a 75% drop in revenue (y-t-d) as of March 20, 2020).

Since the onset of the COVID-19 pandemic in our state and service area, The Food Bank has had to make significant changes in 1) the types of food acquired and distributed, 2) the methods of acquisition and distribution, and 3) the environments within which our food is prepared for distribution. The Food Bank is beginning to experience a significant increase in demand for our services due to school closures, job disruptions and health risks. We are anticipating that this increase will continue into the next few weeks and possibly months.

As a non-profit agency, a large part of our budget comes from both monetary and food donations from individuals, organizations, foundations, government, and United Ways. These donations come from mailed, web-based and personal solicitations of donors, special events sponsored by TFB or other groups, food drives and grants. Due to the virulent nature of COVID-19, two of these methods which generate a significant amount of revenue (both in dollars and value of donated food product) have had to be canceled or severely curtailed for the foreseeable future.

For FY2020 we made plans to hold 11 special events. Five of those were scheduled to occur in April, May and June. All of our planned events are group events including a large number of people in a communal environment. For now, all events scheduled to occur in April have been cancelled, including our food and fund drive at the MU Spring Football game, Taste of Elegance, and Float Your Boat, an event which has been held for the past eight years and is one of our largest, most attended and profitable fund-raising events. Events in May and June are still scheduled, but we are closely monitoring the situation and are prepared to cancel these if the current status requiring "social distancing" has not changed and improved significantly. In addition, we have implemented a policy of not accepting individual food donations or holding food drives, two sources of food acquisition which made up a large part of our food acquisition in the past. Instead, we are encouraging monetary donations so that we will have the funds to purchase food for distribution when it becomes available.

In the recent past, we used our supply chain consisting of Feeding America and national food suppliers to acquire food at significantly reduced prices, often for only the cost of the transportation. The current COVID-19 pandemic situation has disrupted the supply chain to the extent that we are now just trying to attain any and all types of food, both through the supply chain and from regular food distribution outlets. Donations of food have fallen off both locally and nationally just since the middle of March, such that we have been required to start buying truckloads of whatever kinds of food we can. At present, the cost of a truckload of food is ranging anywhere from \$10,000 to \$40,000, but this is a fluid situation that is changing daily. Panic buying has created an atmosphere of fierce competition for food and as always happens, prices are increasing based upon supply and demand. And since our access to donated food from both individuals and food drives has been stopped and from national suppliers has dropped significantly, we are almost totally dependent right now on acquiring food through the supply chain and traditional food source purchases, which requires that we have the funds to pay for the products when they become available. Without adequate funds, we will be at a definite disadvantage in acquiring food through any available source.

Q7 Have you met the need to-date? If so, how? If not, what are the barriers?

At this time of uncertainty and a rapidly shifting environment under which people live and work each day due to the COVID-19 pandemic, it is more important than ever to ensure that people in need of food are provided that food in as expedient and safe way as possible. Prior to the pandemic, over 22,000 individuals depended on the services provided by The Food Bank in Boone County (including the City of Columbia), Cooper and Howard counties. As noted above, since the onset of the COVID-19 pandemic and especially within the past two weeks, we have seen a significant increase in the number of people needing supplemental food and we anticipate this will continue to increase over the next several weeks and possibly even months.

Prior to the pandemic, we depended on both food and monetary donations to acquire the food that we distributed to our partner agencies. Since the pandemic, due to the necessity of curtailing donations of food from individuals and food drives, as well as a drop in donated food at the national level, it has become necessary to purchase food to make up for the drop in donated food. But, as a non-profit agency, we depend on donations to provide the revenues needed to support our services. Now, due to the necessity for "social distancing" our fund-raising events for the next few weeks and possibly even months have had to be cancelled and we may see a drop in contributions from individuals due to uncertainty about the economic environment and their own employment and monetary security.

As precautions against the spread of COVID-19 take place in our community, The Food Bank's work becomes all the more crucial. We must react to closures of schools and businesses and what that will mean for families struggling with food insecurity. We know our resources will be stretched thin as we will be providing more food to meet the increased demand. Finally, additional mobile pantry distributions may be needed to bridge service area gaps created by volunteer-led food pantries who have temporarily shut their doors as well as adding mobiles to areas with increased need. A grant to allow us to purchase food will allow us to continue providing much needed food to the residents of Boone, Cooper and Howard counties who were experiencing food insecurity, even before the COVID-19 emergency, and to those who are now experiencing food insecurity because of COVID-19.

8. Answer, as applicable: Using the Boone County Taxonomy of Services (updated on November, 2019), please list the service(s) need(s) the COVID-19 funds will help meet, followed by the number of unduplicated individuals covered in your request for that service (for example: food distribution, 50; grocery shopping and delivery, 50; home delivered meals, 25). The taxonomy provides definitions to common terms for shared understanding.

Q8 Answer as applicable: Using the Boone County Taxonomy of Services (updated on November, 2019), please list the service(s) need the COVID-19 funds will help meet, followed by the number of unduplicated individuals covered in your request for that service (for example: food distribution, 50; grocery shopping and delivery, 50; home delivered meals, 25). The taxonomy provides definitions to common terms for shared understanding.

Service 1 1.3 Food Distribution

Q9 Answer as applicable: Please describe needs for funds related to adapting service delivery and operations to mitigate the spread of COVID-19 (for example: technology to enable remote work).

N/A

Q10 Answer as applicable: How many total unduplicated individuals will be served by this request? (estimate)

City of Columbia 23,443 Boone County (includes City of Columbia residents) 28,377 Cooper County 2,074 Howard County 1,486 Other Counties (at Central Pantry) 914 RESIDENCE TOTAL 32,851

Q11 What is the total dollar amount of your request?

\$20,000.00

Q12 Please provide a budget narrative for this fund request. The budget narrative will include a unit measure, cost, and count for each service or item described above (for example: 10 software licenses @\$25/ea, 100 meals @\$7/meal).

Purchase of 1-2 truckloads of food for distribution at partner agencies in Boone, Cooper and Howard counties.

The cost of most truckloads of food in the past month (March) have been running between \$10,000.00 and \$40,000.00 depending on the type of food in the load and whether it was purchased through the supply chain or a traditional food source or if it was donated and only the cost of transportation was charged. We expect food costs will continue to increase as panic buying continues or even increases and food supplies decrease. For example, two of our most recent purchases were: 1 truckload with 40,696 pounds of produce (applies, onions, carrots, potatoes) @ \$8,890.00; 1 truckload with 34,398 pounds of macaroni and cheese @ \$18,706.00. This truckload contained 3,276 cases; 24/7.25 boxes per case; 78,624 boxes. At 2-3 servings per box this truckload will provide between 157,248 and 235,872 servings of macaroni and cheese.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

April Session of the April Adjourned

Term. 2020

County of Boone

} ев.

In the County Commission of said county, on the

28th

day of

April

2020

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached Agreement for Purchase of Services between Boone County and First Chance for Children for Provision of Basic Needs for Infants/Toddlers.

Terms of the agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 28th day of April 2020.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Daniel Atwill

Daniel K. Atwill

Presiding Commissioner

Fred I Parry

District I Commissioner

Janet M. Thompson

District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO Director of Purchasing



613 E. Ash, Room 110 Columbia, MO 65201 Phone: (573) 886-4391

Fax: (573) 886-4390

MEMORANDUM

TO:

Boone County Commission

FROM:

Melinda Bobbitt, CPPO, CPPB

DATE:

April 22, 2020

RE:

Emergency Purchase Agreement: 16-30SEP20E - Provision of Basic Need

Items for Infants/Toddlers with First Chance for Children

Attached for signature is a contract for a non-bid, emergency services contract: 16-30SEP20E - Provision of Basic Need Items for Infants / Toddlers.

This contract will provide access to basic need items for infants/toddlers such as diapers, wipes, cribs, and infant formula. These will be available to Boone County home visiting programs and families with presenting needs.

Contract is with First Chance for Children of Columbia, Missouri. Total cost of agreement is \$24,400 and will be paid from department 2161 - Community Children's Services Funding Opportunities, account 71100 - Outside Services. We currently have a remaining budget of \$566,662.

cc:

Contract File



AGREEMENT FOR PURCHASE OF SERVICES Purchase of Emergency Service Contract PROVISION OF BASIC NEED ITEMS FOR INFANTS/TODDLERS

	28th		April	
THIS AGREEMENT dated the		day of _	Api i i	, 2020 is made
between Boone County, Missouri, a _l	political subdiv	ision of t	the State of Miss	ouri through the
Boone County Commission, on behal	lf of the Boone	County	Children's Servic	es Board, herein
"BCCSB" and First Chance for Childre	en a tax-exemp	t, not or	ganized for prof	it organization or
governmental entity, hereinafter ref	erred to as FC4	C.		

WHEREAS, the BCCSB, under the provisions of 67.1775 and 210.861 of the Revised Statutes of Missouri, has the right to expend monies from the Children's Services Fund (CSF) for the purposes of funding services to children and youth 19 years of age and younger, and their families residing in Boone County; and

WHEREAS, FC4C has submitted a complete Request for Funding Proposal Application to the BCCSB detailing the services and other supports to be provided; and

WHEREAS, the BCCSB has approved the Request for Funding Proposal in whole or in part as hereinafter set forth.

IN CONSIDERATION of the parties' performance of the respective obligations contained herein, the parties agree as follows:

FUNDING ALLOCATION FOR SERVICES RENDERED BY FC4C

FC4C is expected to the greatest extent possible to maximize funding from all other sources. FC4C shall periodically, upon request, furnish to the BCCSB information as to its efforts to obtain such other sources of funding. FC4C shall only request reimbursement for services not reimbursable by any other source. FC4C shall not invoice the Children's Services Fund for units of service invoiced to another funding source. FC4C shall provide documentation and assurance to the BCCSB that requests for reimbursement from the CSF is not a duplication of reimbursement from any other source of funding.

1. **BCCSB Funding Policy**. The BCCSB Funding Policy is to be taken as part of this formal contract and is incorporated as if fully set forth herein.

- 2. **Contract Documents.** FC4C will perform the services and carry out the activities as set forth in this agreement. This agreement shall consist of Boone County Emergency Declaration Number **16-30SEP20E** (COVID-19), FC4C's quote, Work Authorization, Insurance Certificate, and attached Required Clauses from Federal Emergency Management Agency. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions, and requirements contained in this Agreement shall prevail and control over FC4C's quote.
- 3. **Purchase.** The BCCSB agrees to purchase from FC4C and FC4C agrees to furnish the **Provision of Basic Need Items for Infants/Toddlers** and their families, as described and in compliance with the attached quote. Access to basic need items for infants/toddlers will be available to Boone County home visiting programs and families with presenting needs. Services/deliverables shall be provided as outlined in the attached quote and are separate from services provided through Organization's existing agreement through **RFP #: 34-18JUL19**. The total allowable compensation under this agreement shall not exceed **\$24,400.00** unless compensation for specific identified additional services is authorized and approved by BCCSB in writing in advance of rendition of such services for which additional compensation is requested.
- 4. **Contract Duration.** This agreement shall commence on the date of award and extend for the period of sixty (60) days subject to the provisions for termination specified below. FC4C agrees and understands that the BCCSB may require supplemental information to be submitted at the request of BCCSB.

This contract may at the sole discretion of the BCCSB and with the agreement of FC4C be extended for one-month periods by written order of the BCCSB. FC4C agrees and understands that the BCCSB may require supplemental information to be submitted by FC4C prior to any renewal of this agreement.

5. *Billing and Payment*. For the Purchase of Emergency Service Contract, the unit rate for services is the mutually agreed upon unit rate as provided in the table below.

Service Name	Unit Measure	Unit Rate	Proposed # of Units	Total Amount Requested
Provision of Basic Needs (including diapers, wipes and instant formula)	\$1.00	\$1.00	10,000	\$10,000.00
Crisis Intervention	1 hour	\$40.00	360	\$14,400.00

An initial payment of \$5,000.00 for Provision of Basic Needs will be provided to purchase basic needs items including diapers, wipes, cribs and instant formula. The remaining \$5,000.00 for Provision of Basic Needs and Crisis Intervention units shall be invoiced to the BCCSB monthly by the 10th of the month following the month for which services were provided. The BCCSB agrees to pay all monthly statements within thirty days of receipt of a correct and valid

invoice/monthly statement. In the event of a billing dispute, the BCCSB reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of FC4C, the BCCSB agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. **Availability of Funds.** Payments under this contract are dependent upon the availability of funds or as otherwise determined by the BCCSB. This contract can be terminated if funding becomes unavailable in whole or in part for cause shown, and the BCCSB shall have no obligation to continue payment.

REPORTING, MONITORING, AND MODIFICATION

- 7. **Reporting.** The BCCSB shall utilize this agreement with FC4C's quote to monitor service delivery and program expenditures. FC4C agrees to submit to the BCCSB a monthly report with the monthly statement. Payments may be withheld from FC4C if reports designated here are not submitted on time, until such time as the reports are filed and approved. Monthly reporting requirements will include but are not limited to information regarding basic need items purchased and distributed, the number of unduplicated individuals served, consumer demographics, number of units provided, overview of referrals made, and needs requested by families.
- 8. **Audits.** FC4C also agrees to make available to the BCCSB a copy of its annual audit within four months after the close of FC4C's fiscal year. The audit must be performed by an independent individual or firm licensed by the Missouri State Board of Accountancy. The audit is to include a complete accounting for funds covered by this agreement in accordance with generally accepted accounting principles. In addition, the BCCSB requires that the management report of any audit as it relates to the BCCSB program activities be made available to the BCCSB as part of the required audit. Payment may be withheld from FC4C, if reports designated here are not made available upon request.
- 9. *Monitoring*. FC4C agrees to permit the BCCSB, the Director of the Community Services Department and any staff of the Community Services Department, or designee of the BCCSB to monitor, survey and FC4C's services, activities, programs, and client records, to determine compliance and performance with this contract, except as prohibited by laws protecting client confidentiality. In addition, FC4C hereby agrees that, upon notice of forty-eight (48) hours, it will make available to the BCCSB or its designee(s) all records, facilities, and personnel, for auditing, inspection, and interviewing, to determine the status of service, activities and programs covered hereunder, expenditure of CSF funds and all other matters set forth in the contract.
- 10. **Modification or Amendment.** In the event FC4C requests to make any change, modification, or an amendment to funded services, one-time items, activities, and/or programs covered by this contract, a request of the proposed modification or amendment must be submitted in writing to the Director of Community Services to share with the BCCSB for

approval. A board resolution from FC4C may be required with the request. For consideration of a request to modify or amend the contract, requests should be submitted to the Director of the Community Services Department for consideration.

OTHER TERMS OF THIS CONTRACT

- 11. Violation of Client Rights. Any alleged case of a violation of a client's rights in a program funded through the Children's Services Fund shall be investigated in accordance with FC4C's policies and procedures and in accordance with any local/state/federal regulations. Services for Independent Living agrees to notify the BCCSB through the Director of Community Services of any such incidents that have been reported to the appropriate governmental body and must also authorize the governmental body to notify the BCCSB of any substantiated allegations. FC4C must comply with Missouri law regarding confidentiality of client records.
- 12. *Discrimination*. FC4C will refrain from discrimination on the basis of race, color, religion, sex, national origin, ancestry, disability, age, sexual orientation, genetic information, and familial status and comply will applicable provisions of federal and state laws, county or municipal statutes or ordinances, which prohibit discrimination in employment and the delivery of services.
- 13. *CSF to be used for Services Provided*. FC4C agrees that the CSF funds shall be used exclusively for the services provided to address community health needs and for administrative costs directly related to FC4C's provision of such services.
- 14. **Accreditation/Licensure/Certifications**. FC4C must comply with all state/federal certification and licensing requirements and all applicable federal, state, and local laws and must remain in "good standing" with the applicable oversight entity.
- 15. **Conflict of Interest.** FC4C agrees that no member of its Board of Directors or its employees now has, or will in the future, have any conflict of interest between himself/herself and FC4C, and this shall include any transaction in FC4C party, including the subject matter of this contract. Missouri law, as this term is used herein, shall define "Conflict of Interest".
- 16. **Subcontracts.** FC4C may enter into subcontracts for components of the contracted service as FC4C deems necessary within the terms of the contract. All such subcontracts require the written approval of the BCCSB or their designated representative. In performing all services under the resulting contract agreement, FC4C and subcontractor shall comply with all local, state, and federal laws. Any subcontractor shall be subject to the audit/monitoring requirements stated herein and all other conditions and requirements of this contract agreement.
- 17. *Employment of Unauthorized Aliens Prohibited*. FC4C agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. FC4C shall require each subcontractor to affirmatively state in its Agreement with

FC4C that the subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Provider shall also require each subcontractor to provide FC4C a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

- 18. *Litigation*. FC4C agrees that there is no litigation, claim, consent order, settlement agreement, investigation, challenge, or other proceeding pending or threatened against FC4C or any individual acting on the FC4C's behalf, including subcontractors, which seek to enjoin or prohibit **FC4C** from entering into this contract agreement of performing its obligations under this agreement.
- 19. **Board Ownership.** If FC4C ceases to be funded by the BCCSB or ceases to provide programs and services to address community health needs, pursuant to this contract, all capital equipment, materials, and buildings purchased with CSF funds shall be returned to Boone County unless so otherwise approved by a majority vote of the FC4C. In addition, if FC4C no longer uses capital equipment, materials, or buildings purchased with CSF funds for its original intent, FC4C will need BCCSB approval to re-direct the use of such.
- 20. *Failure to Perform/Default*. In the event FC4C, at anytime, fails or refuses to perform according to the terms of this contract, as determined by the BCCSB, such failure or refusal shall constitute a default hereunder, and the BCCSB will be relieved of any further obligation to make payments to FC4C as set out herein. This contract will be terminated at the option of the BCCSB.
- 21. **Termination.** This Contract may be terminated, with or without cause, by either party upon seven (7) days written notice to the other party. In addition, this agreement may be terminated by the BCCSB upon seven (7) days' advance written notice for any of the following reasons or under any of the following circumstances:
- a. The BCCSB may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. The BCCSB may terminate this agreement if key personnel providing services are changed such that in the opinion of the BCCSB delivery of services are or will be delayed or impaired, or if services are otherwise not in conformity with proposal specification, or if services are deficient in quality in the sole judgment of the BCCSB, or
- c. The BCCSB may terminate this agreement should FC4C fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, or
- d. If appropriations are not made available and budgeted for any calendar year to fund this agreement.

Upon receipt of notice of termination, FC4C shall make every effort to reduce or cancel outstanding commitments and shall incur no additional expenses. The BCCSB shall reimburse

FC4C for outstanding expenses incurred up to the date of termination, including uncancellable obligations and reasonable termination costs, but in no event, will such costs exceed the total funds presently allocated to this Contract.

- 22. *Insurance Requirements.* FC4C shall not commence work under this contract until they have obtained all insurance required in this section and such insurance has been approved by the County. All policies shall be in amounts, form, and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.
- a. Worker's Compensation and Employers' Liability Insurance: FC4C shall take out and maintain during the life of this contract, Worker's Compensation and Employers' Liability Insurance for all their employees employed at the site of work, and in case any work is sublet, FC4C shall require the subcontractor similarly to provide Worker's Compensation Insurance and Employers' Liability Insurance for all of the latter's employees unless such employees are covered by the protection afforded by FC4C.

Worker's Compensation and Employers' Liability Insurance coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit.

b. Comprehensive General Liability Insurance: FC4C shall take out and maintain during the life of this contract, such Comprehensive General Liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per limit for any one occurrence covering both bodily injury and property damage, including accidental death. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. FC4C shall furnish the County with Certificate(s) of Insurance which name the County of Boone – Missouri as additional insured in an amount as required in this contract and requiring a thirty (30) day mandatory written cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.

FC4C shall provide the County with proof of Comprehensive General Liability and Property Damage Insurance with the County as additional insured, which shall protect the County against any and all claims which might arise as a result of the operations of FC4C in fulfilling the terms of this contract during the life of the Contract. The minimum limit of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply. Coverage wording shall include hold harmless agreement as written below, subrogation waiver and protection against third party suits to further protect Boone County from liability belonging to FC4C.

- c. **Professional Liability Insurance:** FC4C is required to carry Professional Liability Insurance with a limit of no less than \$1,000,000.00 and naming Boone County as additional insured.
- d. **Commercial Automobile Liability:** FC4C shall maintain during the life of this contract, Commercial Automobile Liability Insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the FC4C's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 23. Indemnification. To the extent permitted under Missouri law, FC4C agrees to hold harmless, defend and indemnify the BCCSB, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of FC4C (meaning anyone, including but not limited to consultants having a contract with FC4C or subcontractor for part of the services), or anyone directly or indirectly employed by FC4C, or of anyone for whose acts FC4C may be liable in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its negligence.
- 24. *Publicity by* Independent Living Services. FC4C shall notify the BCCSB of contact with the media regarding CSF funded programs or profiles of participants in CSF funded programs. FC4C will acknowledge the BCCSB as a funding source whenever publicizing CSF funded program. FC4C will collaborate with the County to inform the community about the ways its tax dollars are being invested in services and supports. FC4C agrees to acknowledge the Children's Services fund as a funding source on written and electronic publications including brochures, annual reports, and newsletters.
- 25. *Independence*. This contract does not create a partnership, joint venture, or any other form of joint relationship between the BCCSB and FC4C. The BCCSB does not recognize any of the FC4C employees, agents, or volunteers as those of the BCCSB.
- 26. **Binding Effect.** This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
- 27. **Entire Agreement.** This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and other proposal or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
- 28. **Record Retention Clause.** FC4C shall keep and maintain all records relating to this contract agreement sufficient to verify the delivery of services in accordance with the terms of this agreement for a period of three (3) years following expiration of this agreement and any applicable renewal.

29. *Notice*. Any written notice or communication to the BCCSB shall be mailed or delivered to:

Boone County Purchasing 613 E. Ash Street Columbia, MO 65201

Any written notice or communication to FC4C shall be mailed or delivered to:

First Chance for Children

Attn: Kasey Schaumburg PO Box 1101 Columbia, MO 65205

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

First Chance for Children		Boone County, Missouri
		By: Boone County Commission
By: Lasy Schamburg 675401EB194C402		DocuSigned by: Jan Utril RA48934CED8E4ER
Signature		Presiding Commissioner
By:Bxecutive Director		By: Boone County Children's Services Board
Printed Name/Title		DocuSigned by: Lingar C1245EF42CC84CC
APPROVED AS TO FORM:		Board Chair ATTEST:
,		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
DocuSigned by: TD71DEAEB9D74DD		Brianna L Lunon by M+ 7D82DA986BF6495
County Counselor		County Clerk
appropriation balance exists an	d is available to satisfy th	0.660, I hereby certify that a sufficient unencumbered e obligation(s) arising from this contract. (Note: of this contract do not create a measurable county
Dune Preshock by jo	4/21/2020	
4147B4E3F1C847D	D-+-	(2161/71100/\$24,400.00)
Signature	Date	Appropriation Account

Com	mission	Order#	
COIII		Oluci #	

REQUIRED CLAUSES FROM FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

The Federal Emergency Management Agency (FEMA) requires that the following terms and conditions be incorporated in this solicitation and subsequent contract. By submitting a Proposal in response to this solicitation, the vendor acknowledges and agrees to adhere to the specific requirements of these clauses.

ACCESS TO RECORDS

The following access to records requirements applies to the contract:

- 1. The contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 3. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors who apply or bid for an award of \$100,000 or more shall file the required, attached certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making

of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- a. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fail SECTION 5 ATTACHMENTS RFP Number: 18-0905 73
- 3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT (\$100K+)

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

ENERGY POLICY AND CONSERVATION ACT

Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Executive Order 11061, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

ROYALTIES AND PATENTS

The contractor hereby guarantees that they has full legal right of materials, supplies, equipment, machinery, articles, software or things involved in the contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that are, in any way, involved in the contract. It shall be the responsibility of the contractor to pay for all such royalties and costs. The contractor shall hold and save Boone County, Missouri, its officers, agents, servants and employees, harmless from

liability of any kind or nature, including reasonable attorney's fees, for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract. During the pendency of any claim against contractor of County with respect to contractor's ownership and/or authority, the County may withhold payment of any sums otherwise required to be paid hereunder.

CONFIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT PROHIBITION

- a. The contractor agrees that all information, data, findings, recommendations, bids, et cetera by whatever name described and in whatever form secured, developed, written or produced by the contractor in furtherance of this contract shall be the property of the County. The contractor shall take such action as is necessary under law to preserve such property rights of the County while such property is within the control and/or custody of the contractor. By this contract, the contractor specifically waives and/or releases to the County any cognizable property right of the contractor to copyright, license, patent or otherwise use such information, data, findings, recommendations, responses, et cetera.
- b. The contractor understands and agrees that data, materials, and information disclosed to contractor may contain confidential and protected data. Therefore, the contractor promises and assures that data, material, and information gathered, based upon or disclosed to the contractor for the purpose of this contract, shall not be disclosed to others or discussed with other parties without the prior written consent of the County.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. <u>Violation</u>; <u>liability for unpaid wages</u>; <u>liquidated damages</u>. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated

damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- 3. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request . of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- 4. <u>Subcontracts</u>. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

DEBARMENT AND SUSPENSION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.

Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the vendor must certify the following, as required by the regulations implementing Executive Order 12549. Contractor's certification is a material representation upon which the contract award was based.

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

Instructions for Certification

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification 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 lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had 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 meaning set out in the Definitions and Coverages 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 lower tier participant agrees by submitting this response 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, 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 Federal Procurement and Non-procurement 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 proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is 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 lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

DHS SEAL, LOGOS AND FLAGS

The contractor shall not use the DHS seals, logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

EQUAL EMPLOYMENT OPPORTUNITY (\$10K+)

For all construction contracts awarded in excess of \$10,000, both parties hereby agree to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another

employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as SECTION 5 ATTACHMENTS RFP Number: 18-0905 76 provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to the contract.

COPELAND "ANTI-KICKBACK" ACT (for all construction and repair)

For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

DAVIS-BACON ACT (Construction \$2K+)

<u>Applicability of Davis-Bacon Act</u> - The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

For all construction contracts awarded in excess of \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).

SECTIONS 103 AND 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - (construction, \$2K+; employment of mechanics/laborers, \$2,500+)

For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).

REMEDIES

The County shall have all rights and remedies afforded under the U.C.C. and Missouri law in contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

TERMINATION

Subject to the provisions below, this Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in

progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

Termination for Convenience - The County may terminate the Contract for convenience at any time in which case the parties shall negotiate reasonable termination costs.

Termination for Cause - In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

Termination Due to Unavailability of Funds in Succeeding Fiscal Years - If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

CHANGES

Alterations, amendments, changes, modifications or additions to the contract shall not be binding on the County without prior written approval.

PROCUREMENT OF RECOVERED MATERIALS

In the performance of the contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products.htm.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Easey Schaumburg	4/20/2020		
Contractor Signature	Date		

4/16/2020

Re: CSF Baby Bags program information

Kasey Schaumburg < director@fc4c.org>

Wed 4/15/2020 3:03 PM

To: Kristin Cummins < KCummins@boonecountymo.org>

Okay, that's good to know. then this looks fine, thank you.

On Wed, Apr 15, 2020 at 1:03 PM Kristin Cummins < KCummins@boonecountymo.org > wrote:

Yes, this contract will follow the <u>same funding policies</u> as your current BCCSF contract.

From: Kasey Schaumburg < director@fc4c.org Sent: Wednesday, April 15, 2020 11:12 AM

To: Kristin Cummins < KCummins@boonecountymo.org>

Cc: Joanne Nelson < <u>JNelson@boonecountymo.org</u>>; Megan Corbin

< MCorbin@boonecountymo.org>

Subject: Re: CSF Baby Bags program information

Will the crisis intervention unit have the same restrictions as our current BCCSF contract? (i.e. can't pay for fringe, has an overhead cap?)

On Wed, Apr 15, 2020 at 11:06 AM Kristin Cummins < KCummins@boonecountymo.org wrote:

Good Morning,

Thank you for giving us an estimate on the number hours you anticipate needing and the unit rate. I understand that we can only provide a rough estimate of the demand and time this will require. We just ask you keep us informed over the next several months of how things are going. I include the following information in the contract for the services and units that will be purchased through the Emergency Procurement contract:

Program Service	Unit Measure	Unit Rate	# of Units Requested	Amount Requested		
Provision of Basic Needs (includes diapers, wipes, instant formula, and cribs)	\$1.00	\$1.00	10,000	\$10,000.00		
Crisis Intervention	1 hour	\$40.00	360	\$14,400.00		

Contract Total:

\$24,400.00

If this looks ok, I'll send the contract onto our Purchasing Department.

From: Kasey Schaumburg < director@fc4c.org>

Sent: Tuesday, April 14, 2020 4:01 PM

To: Kristin Cummins < KCummins@boonecountymo.org>

Cc: Joanne Nelson < <u>JNelson@boonecountymo.org</u>>; Megan Corbin

<MCorbin@boonecountymo.org>

Subject: Re: CSF Baby Bags program information

Hi Kristin,

the unit rate for one hour would be \$40. the number of hours that would be needed will greatly depend on the number of units of diapers utilized. The best estimate I can guess based on our past allocations and the capacity I know partners have/might want to fill with this new service, there is the potential need for upwards of 1000 additional packages of diapers per month. I would estimate at that level we would need approximately 360 hours over two months. This is the high end of the estimate, and I want to stress that it is a guess- as our time also depends on the number of packages we deliver vs distribute through partners but want to give you an idea of the time should the volume reach what I see at the maximum need in this community.

Please let me know if you have any other questions.

Thank you,

Kasey

On Tue, Apr 14, 2020 at 11:20 AM Kristin Cummins < KCummins@boonecountymo.org wrote:

Hi Kasey,

Thanks for sending this information to us. We would like to the contract to have a service 'Provision of Basic Needs (including diapers, wipes, instant formula, and safety items) with the unit measure and unit rate of \$1.00. You would be able to submit invoices covering the actual costs of purchasing these items.

We also want to have a second service be 'Crisis Intervention' with the unit measure of 1 hour and invoiced for staff time coordinating and providing this service. Could you provide us an updated unit rate with the unit measure of 1 hour? We were thinking we could start the contract at \$10,000 for the Provision of Basic Needs items for 60 days. There would be an option of monthly renewals depending on the duration of the pandemic and needs. This resource will be heavily promoted to home visiting programs, other organizations, and the general community. I don't think we really know what to expect for utilization at this point, but could you give us an estimate of the number of staff time (units) to coordinate/distribute these items for 60 days?

Let me know if you'd like to set up another call to talk this through more. Sometimes it's easier to talk "in person" rather than through email.

Thanks!

From: Kasey Schaumburg < director@fc4c.org >

Sent: Monday, April 13, 2020 3:18 PM

To: Joanne Nelson < <u>JNelson@boonecountymo.org</u>>; Kristin Cummins

< <u>KCummins@boonecountymo.org</u>>; Megan Corbin < <u>MCorbin@boonecountymo.org</u>>

Subject: CSF Baby Bags program information

Good afternoon ladies,

Attached you'll find our current partner list along with our allocations to each of those partners.

Because we don't know how many units this increased distribution will be, it's a little hard for us to give you an overall cost. Instead here's a breakdown per unit that can be scaled to any number of packages of items distributed.

diaper cost: \$4 per 25 diapers

wipes cost: \$1.80 per package of wipes (80-100 wipes)

formula cost: depends on can and brand, \$18-\$30

safety item cost: depends on the item, typically not over \$25 per item.

our cost to distribute these items is \$4.20 per item. (we consider diapers and wipes one item). That includes our staff time, admin, and mileage.

This distribution cost per item given will allow us to continue to increase our organizational capacity as the need grows. Does this make sense? Let us know how many items you are estimating needing to distribute and I think that's the next step.

Thank you for this opportunity,

Kasey

__

Kasey Schaumburg, MPA

Executive Director

office: 573-777-1815, ext 203

cell: 573-480-9820

1010 Fay Street Columbia, MO 65201

FC4C.org

The information contained in this email and its attachments are intended only for the use of the recipient(s) to whom it is addressed, and may contain information which is confidential, privileged or otherwise legally protected from disclosure. Any use, distribution, modification, copying or disclosure by any person other than the intended recipient(s) is strictly prohibited. If you have received this communication in error, please notify the sender immediately and delete this message from your computer.

--

Kasey Schaumburg, MPA

Executive Director

office: 573-777-1815, ext 203

cell: 573-480-9820

1010 Fay Street Columbia, MO 65201

FC4C.org

4/16/2020

Mail - Kristin Cummins - Outlook

The information contained in this email and its attachments are intended only for the use of the recipient(s) to whom it is addressed, and may contain information which is confidential, privileged or otherwise legally protected from disclosure. Any use, distribution, modification, copying or disclosure by any person other than the intended recipient(s) is strictly prohibited. If you have received this communication in error, please notify the sender immediately and delete this message from your computer.

Kasey Schaumburg, MPA

Executive Director

office: 573-777-1815, ext 203

cell: 573-480-9820

1010 Fay Street Columbia, MO 65201

FC4C.org

The information contained in this email and its attachments are intended only for the use of the recipient(s) to whom it is addressed, and may contain information which is confidential, privileged or otherwise legally protected from disclosure. Any use, distribution, modification, copying or disclosure by any person other than the intended recipient(s) is strictly prohibited. If you have received this communication in error, please notify the sender immediately and delete this message from your computer.

Kasey Schaumburg, MPA Executive Director

office: 573-777-1815, ext 203

cell: 573-480-9820

1010 Fay Street Columbia, MO 65201

FC4C.org

The information contained in this email and its attachments are intended only for the use of the recipient(s) to whom it is addressed, and may contain information which is confidential, privileged or otherwise legally protected from disclosure. Any use, distribution, modification, copying or disclosure by any person other than the intended recipient(s) is strictly prohibited. If you have received this communication in error, please notify the sender immediately and delete this message from your computer.

Smart Start Kit Total Allocated	Cribs Allocated	Diapers Allocated	Agency		
170	171	2376	Total Available		
5	10	120	Boonville		
5	5		California		
	2	120	СНА		
5	5		Chamois		
1	1	60	City of Refuge		
20	20	60	CMCA		
23	24	180	Columbia		
1	1		Family Facets		
10	10	150	Fayette		
21	25	756			
5	5		Great Circle		
1	1		Hallsville		
2	2	120	Harrisburg		
3			Health dept		
13	15	180	Healthy Steps		
3	3		Jeff City		
20	20		LFCS		
3	3		North Callaway		
5	5	90	Prarie Home		
5	5		RIS		
3	3	- 10 to 10 t	South Callaway		
1	1	60	Sturgeon		
5	5		True North		
10		480	VAC		

ATTACHMENT B

(Please complete and return with Proposal Response)

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, <u>Federal Register</u> (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 Organization.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Otle of Authorized Representative

1/1/19

Signature

Date

ATTACHMENT C

WORK AUTHORIZATION CERTIFICATION PURSUANT TO 285.530 RSMo (FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of <u>loune</u>) ss State of <u>Missoure</u>)
State of Missouri)
My name is Kasey Schaunung am an authorized agent of Fivst Chance for Children (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in
connection with the services being provided. Documentation of participation in a federal work
authorization program is attached hereto.
Furthermore, all subcontractors working on this contract shall affirmatively state in
writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter
be in violation and submit a sworn affidavit under penalty of perjury that all employees are
lawfully present in the United States.
Affiant Date 19
Printed Name
Subscribed and sworn to before me this 16 day of 1, 2019.
Notary Public State of Missouri, Boone County Commission Number 16349231 My Commission Expires Aug 8, 2020

Attach to this form the *E-Verify Memorandum of Understanding* that you completed when enrolling.





THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the First Chance For Children (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

- 1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
- 2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
- 3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Page 1 of 17 E-Verify MOU for Employers | Revision Date 06/01/13





- 4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
- 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
- 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

- 7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
- 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hinng of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly





employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

- b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Venfy.
- 9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
- 10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
- 11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
- 12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.
- 13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(i)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status Page 3 of 17 E-Verify MOU for Employers | Revision Date 06/01/13





(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

- 14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
- 15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
- 16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident Password" in the subject line of your email when sending a breach report to E-Verify.
- 17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
- 18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon Page 4 of 17 E-Verify MOU for Employers | Revision Date 06/01/13





reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

- 19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
- 20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
- 21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
- 22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

- 1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
- 2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.
 - a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.





- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
 - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with





Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

- g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.
- 3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

- 1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
- 2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
- 3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
- 4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

- 1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
- a. Automated verification checks on alien employees by electronic means, and Page 7 of 17 E-Verify MOU for Employers | Revision Date 06/01/13





- b. Photo verification checks (when available) on employees.
- 2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
- 3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
- 4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
- 5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
- 6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
- 7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
- 8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
- 9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify Page 8 of 17 E-Verify MOU for Employers | Revision Date 06/01/13





case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

- 2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
- 3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
- 4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
- 5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
- The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

- 1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
- 2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
- 3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
- 4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the Page 9 of 17 E-Verify MOU for Employers | Revision Date 06/01/13





employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

- 5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
- 6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
- 7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
- 8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
- 9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

- This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
- 2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

Page 10 of 17 E-Verify MOU for Employers | Revision Date 06/01/13





B. TERMINATION

- 1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
- 2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
- 3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
- 4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IRRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Page 11 of 17 E-Verify MOU for Employers | Revision Date 06/01/13





Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.





Approved by:

Employer	
First Chance For Children	
Name (Please Type or Print)	Title
Jack C Jensen	•
Signature	Date
Electronically Signed	03/27/2012
• •	
Department of Homeland Security – Verification Division	
•	
	C
Name (Please Type or Print)	Title
USCIS Verification Division	
O:	0-1-
Signature	Date
Electronically Signed	03/27/2012
	<u> </u>







Information Required for the E-Verify Program						
Information relating to your Company:						
Company Name	First Chance For Children					
Company Facility Address	1010 Fay Street Columbia, MO 65201					
Company Alternate Address	PO Box 1101 Columbia, MO 65203					
County or Parish	BOONE					
Employer Identification Number	113662636					
North American Industry Classification Systems Code	611					
Parent Company						
Number of Employees	5 to 9					
Number of Sites Verified for	1					







Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name

Amy N Ayala

Phone Number (573) 777 - 1815 ext. 206

Fax Number

(573) 777 - 1816

Email Address ayalaa@fc4c.org

Name

Kasey Schaumburg Phone Number (573) 777 - 1815 ext. 207

Fax Number

(573) 777 - 1816

Email Address director@fc4c.org

ACORD

FIRSCHA-01

EMCG

DATE (MM/DD/YYYY) 12/6/2019

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

	UCER					C	ONTACT)		
amb Insurance Services			PHONE A/C, No, Ext): (212)	375-3000		(888)	389-8061				
	York, NY 10036						DDRESS: Service	၍lambis.co၊	m		T
							ins	SURER(S) AFFOR	IDING COVERAGE		NAIC #
						IP	NSURER A : GuideC	ne Mutual I	Insurance Company		15032
ISU	RED	INSURER B : New York Marine And General				And General Insurance	e Co.	16608			
			or Children			IP.	NSURER C :				ļ
	PO BOX 11	-	0 65205			<u>tr</u>	NSURER D :				<u> </u>
	COLUMBI	1, 1811	5 65265			11	NSURER E :				
						11	NSURER F :				
_	/ERAGES					NUMBER:			REVISION NUMBER:		
CE	DICATED. NOTWITH	ISTA ISS	NDING ANY R UED OR MAY	EQUI PER POLI	REMITAIN,	SURANCE LISTED BELOW HA ENT, TERM OR CONDITION THE INSURANCE AFFORDE LIMITS SHOWN MAY HAVE B	OF ANY CONTRA ED BY THE POLIC EEN REDUCED BY	CT OR OTHER IES DESCRIB PAID CLAIMS.	R DOCUMENT WITH RESPI	ECT TO	WHICH THIS
R R	TYPE OF IN	_		ADDL	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	rs	
4	X COMMERCIAL GEN		_1						EACH OCCURRENCE	\$	1,000,0
	X CLAIMS-MADE		OCCUR			010006614	11/14/2019	11/14/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,0
									MED EXP (Any one person)	\$	1.000.0
								i	PERSONAL & ADV INJURY	\$	3,000,0
	GEN'L AGGREGATE LIM				ĺ			ļ	GENERAL AGGREGATE	\$	3,000,0
	X POLICY PRO	r L	LOC						PRODUCTS - COMP/OP AGG	\$	3,000,0
_	OTHER:								COMBINED SINGLE LIMIT	\$	1,000,0
-	ANY AUTO					010006607	11/14/2019	11/14/2020	(Ea accident) BODILY INJURY (Per person)	\$	
	OWNED AUTOS ONLY	9	SCHEDULED			01000001	11/14/2013	11,14,2020	BODILY INJURY (Per person) BODILY INJURY (Per accident)		
			ON-OWNED OUTOS ONLY		i				PROPERTY DAMAGE (Per accident)	\$	
	AUTOS ONLY	^	UTOS ONLY		1		·		(Per accident)	\$	
4	X UMBRELLA LIAB		OCCUR						EACH OCCURRENCE	5	1,000,0
	EXCESS LIAB	X	-			010006615	11/14/2019	11/14/2020	AGGREGATE	\$	1,000,0
	DED X RETER	ITION	\$ 2,500						NOOREONIE	\$	
В	WORKERS COMPENSAT								PER OTH-		-
AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		XECUTIVE Y/N		WC201900018362		11/14/2019 1	11/14/2020	E.L. EACH ACCIDENT	\$	500,0	
		N/A				E.L. DISEASE - EA EMPLOYE	1	500,0			
							E.L. DISEASE - POLICY LIMIT		500,0		
	TELEVISION OF EN								C.C. CIOR NO. 1 COLOT CHAIL	1	
						1					
								1		1	

CERTIFICATE HOLDER	CANCELLATION
County of Boone c/o Purchasing Department 613 E Ash St Columbia, MO 65201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Columbia, mo 65201	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.