



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF PURCHASING AND MATERIALS MANAGEMENT

NOTIFICATION OF STATEWIDE CONTRACT

November 27, 2012

CONTRACT TITLE: Conference Services; Columbia, Jefferson City, Lake Ozark

CURRENT CONTRACT PERIOD: January 1, 2011 through December 31, 2012

BUYER INFORMATION: Megan Howser
 573-751-1686
Megan.howser@oa.mo.gov

| | Original Contract Period | Potential Final Expiration |
|----------------------------|---|---|
| RENEWAL INFORMATION | January 1, 2011 through December 31, 2012 | Refer to paragraph 3 of the Instructions to the State Agencies for Conference Services and paragraph 2.10.2 of the Contractual Requirements for specifics |

NOTE: *Payments are allowed under the expired contract C309050, for those conferences occurring after January 1, 2011, but scheduled before January 13, 2011.*

Payments must be made under the new contract C311012 for all conferences scheduled after January 13, 2011.

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.
 PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **MANDATORY** FOR ALL STATE AGENCIES FOR CONFERENCES WITH AN ESTIMATED VALUE OF \$25,000 OR MORE.

Local Purchase Authority shall not be used to purchase supplies/services included in this contract unless specifically allowed by the contract terms.

~ Instructions for use of the contract, specification, and requirements are attached ~.

| CONTRACT NUMBER | VENDOR NUMBER | CONTRACTOR INFORMATION | MBE/WBE | COOP PROCUREMENT |
|------------------------|---------------|---|---------|------------------|
| COLUMBIA REGION | | | | |
| C311012001 | 2715346640 2 | Howard Johnson Columbia 3100 I-70 Drive SE Columbia MO 65201 www.hojo.com Contact Name: Rocky Patel Telephone Number: 573-474-6161 Facsimile Number: 573-234-9190 E-Mail: vrp_66441@yahoo.com | No | No |

| CONTRACT NUMBER | VENDOR NUMBER | CONTRACTOR INFORMATION | MBE/WBE | COOP PROCUREMENT |
|------------------------------|---------------|--|---------|------------------|
| COLUMBIA REGION | | | | |
| C311012009 | 1617038560 0 | Hilton Garden Inn-Columbia 3300 Vandiver Drive Columbia MO 65202 www.hiltongardencolumbia.com Contact Name: Lois Sandner, Assistant General Manager Telephone Number: 573-814-5464 x 502 E-Mail: Lois.Sandner@hilton.com Contact Name: Cynthia R. Neff, Regional Sales Director Telephone Number: 573-814-5464 E-Mail: cynthia.neff@hilton.com Contact Name: Raman Puri, GM/VP Telephone Number: 573-814-5464 x 515 Facsimile Number: 573-814-5465 E-Mail: Raman.puri@hilton.com | No | No |
| C311012010 | 4313312000 1 | Holiday Inn Select-Exec Ctr 2200 I-70 Drive SW Columbia MO 65203 www.holidaycolumbia.com www.ichoicehotelsgroup.com Contact Name: Teri Weise Telephone Number: 573-445-8531 Facsimile Number: 573-445-1159 E-Mail: tweise@holidaycolumbia.com | No | No |
| C311012012 | 2082445790 1 | Quality Inn 1612 N Providence Rd Columbia MO 65202 www.choicehotels.com/hotel/mo145 Contact Name: Barbara Henry Telephone Number: 573-449-2491 x 185 Facsimile Number: 573-874-6720 E-Mail: qualityinncolumbia@hotmail.com | No | No |
| JEFFERSON CITY REGION | | | | |
| C311012003 | 2014502100 1 | Candlewood Suites-JC 3514 Amazonas Jefferson City MO 65109 www.candlewoodsuites.com/jeffersoncity Contact Name: Katie Lister Telephone Number: 573-634-8822 Facsimile Number: 573-634-8814 E-Mail: candlewood_dos@yahoo.com | No | No |

| CONTRACT NUMBER | VENDOR NUMBER | CONTRACTOR INFORMATION | MBE/WBE | COOP PROCUREMENT |
|------------------------------|---------------|---|---------|------------------|
| JEFFERSON CITY REGION | | | | |
| C311012004 | 3112127070 1 | Capitol Plaza Hotel & Convention Center 415 West McCarty Street Jefferson City MO 65101 www.capitolplazajeffersoncity.com Contact Name: Michele Burrows Telephone Number: 573-638-2314 Facsimile Number: 573-635-9485 E-Mail: michele.burrows@jgh.com | No | Yes |
| C311012005 | 0437566470 0 | Comfort Suites-Jefferson City 4804 Country Club Drive Jefferson City MO 65109 Contact Name: Paula Puri E-Mail: gm.mo163@choicehotels.com Telephone Number: 573-636-0300 Facsimile Number: 573-636-7237 | No | No |
| C311012007 | 8106786650 3 | Doubletree Hotel and Conference Center 422 Monroe St. Jefferson City, MO 65101 www.jeffersoncity.doubletree.com Contact Name: Miguel Martinez, Director of Sales E-Mail: miguel.martinez@hilton.com Contact Name: Kira Kordula, Sales Manager E-Mail: kira.kordula2@hilton.com / jefdt_ds@hilton.com Contact Name: Lauren Edwards, Sales Associate E-Mail: lauren.edwards@hilton.com Contact Name: Vivek Puri, General Manager E-Mail: Vivek.puri@hilton.com Telephone Number: 573-636-5101 Facsimile Number: 573-636-9664 | No | No |
| C311012008 | 4317964380 0 | Hampton Inn-Jefferson City 4800 Country Club Drive Jefferson City MO 65109 Contact Name: Paula Puri Telephone Number: 573-636-0300 Facsimile Number: 573-636-7237 E-Mail: pallavi.puri@hilton.com | No | No |

| CONTRACT NUMBER | VENDOR NUMBER | CONTRACTOR INFORMATION | MBE/WBE | COOP PROCUREMENT |
|----------------------------------|---------------|---|---------|------------------|
| LAKE OF THE OZARKS REGION | | | | |
| C311012013 | 6113236630 0 | Tan-Tar-A Resort PO Box 188TT Osage Beach MO 65065 www.tan-tar-a.com Contact Name: Stephanie Bommel Telephone Number: 573-348-8563 Facsimile Number: 573-348-8578 E-Mail: stephaniebommel@tan-tar-a.com | No | No |
| C311012014 | 4309033540 5 | Lodge of Four Seasons Golf Resort & Spa Shiki PO Box 215 Horseshoe Bend Parkway Lake Ozark MO 65049 www.4SeasonsResort.com Contact Name: Melissa J. Sterner Telephone Number: 800-711-8983 Facsimile Number: 573-365-8555 E-Mail: msterner@4seasonsresort.com | No | No |
| C311012015 | 5421628380 1 | Resort at Port Arrowhead 3080 Bagnell Dam Blvd PO Box 1930 Lake Ozark MO 65049-1930 www.theresortatportarrowhead.com Contact Name: Kira Kordula Telephone Number: 573-365-2334 ext 615 or 800-532-3575 x 615 Facsimile Number: 573-365-4744 E-Mail: kkordula@theresortatportarrowhead.com | No | Yes |

1. INSTRUCTIONS TO THE STATE AGENCIES FOR CONFERENCE SERVICES

1. The state agency is not required to use the contract for a conference valued under \$25,000 but is required to solicit a minimum of three bids.
2. For conferences valued over \$25,000 and for those conferences valued under \$25,000 for which the state agency is electing to use this contract, the state agency must comply with the following:

The state agency shall submit *written* specifications (Invitation for Quotation) to all the contractors, for the specific region and conference size. (Refer to Attachment #2 for a sample Invitation for Quotation for conference services that may be used by the state agencies.) The Invitation for Quotation shall specify the conference size, desired dates, meeting room requirements, estimated number and type of guest rooms required, and food service requirements. In addition, the Invitation for Quotation shall specify if the conference award will be based on (1) a “cost only” evaluation, or (2) a “cost and best” evaluation. In the event the state agency does not indicate which evaluation method will be used, the evaluation shall be a “cost only” evaluation.

2.1 **Cost Only” Evaluation:** The state agency shall conduct an objective cost analysis of the total conference cost based upon the estimated quantities specified in the Invitation for Quotation and the prices quoted by each responding and responsive contractor. The contractor quoting the lowest total conference cost shall be awarded 200 cost points. All other contractors shall be awarded a prorated number of cost points based upon each contractor’s total conference cost in correspondence to the lowest total cost using the formula below. (See Attachment #3 for a sample of the Cost Evaluation method.) The state agency shall total the cost points derived from the cost analysis with a 10 point preference awarded to those contractors that committed to the use of an organization for the blind or a sheltered workshop (See tables on pages 7 and 8 of this Notification of Statewide Contract, as specified in the contractor’s awarded proposal. The responsive and responsible contractor, with the highest total points shall be awarded the specific conference contract described in the Invitation for Quotation. However, the State of Missouri reserves the right to reject any response to the state agency’s Invitation for Quotation if the State is in receipt of any information, from any source, regarding unsatisfactory performance of similar services by the contractor within the past 18 months.

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times 200 = \text{Cost evaluation points}$$

2.2 **Cost and “Best” Score:**

a. The state agency shall conduct an objective cost analysis of the total conference cost based upon the estimated quantities specified in the Invitation for Quotation and the prices quoted by each responding and responsive contractor. The contractor quoting the lowest total conference cost shall be awarded 100 cost points. All other contractors shall be awarded a prorated number of cost points based upon each contractor’s total conference cost in correspondence to the lowest total conference cost using the following the formula. (See Attachment #3 for a sample of the Cost Evaluation method.)

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times 100 = \text{Cost evaluation points}$$

b. For each contractor, the state agency shall total (1) the cost points derived from the cost analysis, (2) the subjective evaluation score (“best” score) awarded during the subjective evaluation process (see below), (3) any points awarded for MBE/WBE participation, as specified in the contractor’s awarded proposal, (see below)and (4) the 10 point preference, if any, awarded for the contractor’s commitment to the use of an organization for the blind or a sheltered workshop, as specified in the contractor’s

awarded proposal (see below). The responsive contractor with the highest total points shall be awarded the specific conference contract described in Invitation for Quotation

| COLUMBIA REGION | | | | | | | |
|---|--------------------|--------------|---------------|--------------|--------------------|------------------------------|--|
| | Extra Small | Small | Medium | Large | Extra Large | MBE/WBE Participation | Blind or Sheltered Workshop Participation |
| Howard Johnson Columbia C311012001 | 50 | | | | | 0 | 0 |
| Hilton Garden Inn-Columbia C311012009 | 90 | 90 | 90 | 90 | 90 | 0 | 0 |
| Holiday Inn Select-Exec Ctr C311012010 | 90 | 90 | 90 | 90 | 90 | 0 | 0 |
| Quality Inn C311012012 | 65 | 65 | | | | 0 | 0 |

| JEFFERSON CITY REGION | | | | | | | |
|--|--------------------|--------------|---------------|--------------|--------------------|------------------------------|--|
| | Extra Small | Small | Medium | Large | Extra Large | MBE/WBE Participation | Blind or Sheltered Workshop Participation |
| Candlewood Suites-JC C311012003 | 90 | | | | | 0 | 0 |
| Capitol Plaza Hotel & Convention Center C311012004 | 80 | 80 | 80 | 80 | 80 | 0 | 0 |
| Comfort Suites-Jefferson City C311012005 | 88 | | | | | 0 | 0 |
| Doubletree Hotel and Conference Center C311012007 | 90 | 90 | 90 | | | 0 | 0 |
| Hampton Inn-Jefferson City C311012008 | 88 | | | | | 0 | 0 |
| Truman Hotel & Conference Center C311012016 | 60 | 60 | 60 | 60 | 60 | 0 | 0 |

| LAKE OZARK REGION | | | | | | | |
|---|-------------|-------|--------|-------|-------------|-----------------------|---|
| | Extra Small | Small | Medium | Large | Extra Large | MBE/WBE Participation | Blind or Sheltered Workshop Participation |
| Camden on the Lake C311012002 | 90 | 90 | 90 | 90 | 90 | 0 | 0 |
| Country Club Hotel and Spa C311012006 | 77 | 77 | 77 | 77 | | 0 | 0 |
| Inn at Grand Glaize C311012011 | 60 | 60 | 60 | 60 | | 0 | 0 |
| Tan-Tar-A Resort C311012013 | 85 | 85 | 85 | 85 | 85 | 0 | 0 |
| Lodge of Four Seasons Golf Resort & Spa Shiki C311012014 | 80 | 80 | 80 | 80 | 80 | 0 | 0 |
| Resort at Port Arrowhead C311012015 | 77 | 77 | 77 | 77 | 77 | 0 | 0 |

3. The Division of Purchasing and Materials Management shall have the right, at its sole option, to extend the contract as necessary for any conference scheduled beyond the expiration of the contract. Such conference must have been scheduled (1) prior to the expiration of the contract, (2) prior to the award of any succeeding conference contract, and (3) no more than 18 months prior to the actual date of the conference. ***State agencies are cautioned to review the Contract Period language (see paragraph 2.10.2) carefully prior to including renewal options in the Invitation for Quotation; any renewals beyond the expiration date of the contract and not in accordance with the above language are not valid renewals.***
4. State agencies are reminded that the State of Missouri's "Open Records" law (RSMO 610.021) allows for public viewing of all written responses and information related to the award of a particular conference.
5. State agencies are reminded that RSMO 105.452 prohibits state employees from accepting anything of monetary value or using decision-making authority for the purpose of obtaining financial gain from any person, company, firm, or corporation to which any contract (particular conference) may be awarded.
6. A sample Invitation for Quotation for requesting quotes for a particular conference is attached as a separate downloadable document. State agencies are encouraged to use this sample IFQ. See Attachment #2.
7. If your state agency encounters any problems regarding quality of the service, complaints should be sent to the Division of Purchasing and Materials Management in writing to the attention of the buyer shown on the first page.
 - 7.1 In addition, to help the Division of Purchasing and Materials Management monitor the performance of the contractors and ensure quality services are provided to state agencies, state agencies are strongly encouraged to submit documentation regarding the contract and contractor performance. State agencies are encouraged to complete the customer survey attached as a separate downloadable document (See Attachment #1).
8. If your agency encounters any problems or has any questions, contact the buyer listed on the front page.
9. The commodity service code for this contract is 91512.

STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

| Contract Period | Issue Date | Summary of Changes |
|---------------------------|-------------------|---|
| 01/01/11 thru 12/31/12 | 11/28/12 | Changed contact person, telephone number, and email address for Contract C311012015 (Resort at Port Arrowhead). |
| 01/01/11 thru 12/31/12 | 09/27/12 | Changed email address for the contact person for Contract C311012013 (Tan-Tar-A Resort). |
| 01/01/11 thru 12/31/12 | 07/17/12 | Changed contact person and email address for Contract C311012014 (Lodge of Four Seasons Golf Resort & Spa Shiki). |
| 01/01/11 thru 12/31/12 | 04/18/12 | Changed contact person for Contract C311012011 (Inn at Grand Glaize). |
| 01/01/11 thru 12/31/12 | 12/16/11 | Changed Vendor Name and Number for Contract C311012013 due to an Assignment of Contract (Amendment 001). New Vendor name is Tan-Tar-A Resort (vendor # 6113236630 0). |
| 01/01/11 thru 12/31/12 | 10/26/11 | Changed contact person for Contract C311012014 (Lodge of Four Seasons Golf Resort & Spa Shiki). |
| 01/01/11 thru 12/31/12 | 08/17/11 | Changed contact person, phone number, and email address for Contract C311012004 (Capitol Plaza Hotel & Convention Center) and changed contact person, phone number, and email address for Contract C311012015 (Resort at Port Arrowhead). |
| 01/01/11 thru 12/31/12 | 07/01/11 | Changed contact person for Contract C311012004 (Capitol Plaza Hotel & Convention Center). |
| 01/01/11 thru 12/31/12 | 02/25/11 | Changed Vendor Name and Number for Contract C311012001 due to an Assignment of Contract (Amendment 001). New Vendor name is Howard Johnson Columbia (vendor # 2715346640 2). |
| 01/01/11 thru 12/31/12 | 01/05/11 | Initial issuance of new statewide contract |

2. PERFORMANCE REQUIREMENTS

2.1 General Requirements:

- 2.1.1 The contractor shall provide extra small, small, medium, large, and/or extra large conference services, as specified in the Notice of Award section of the contract, for the Columbia Region, Jefferson City Region, or Lake Ozark Region for any requesting state agency in accordance with the provisions and requirements stated herein. For purposes of this document, conference services shall also include training sites.
- 2.1.2 The contractor's facility must be physically located in the Columbia, Jefferson City, or Lake Ozark Region. Location shall be determined by the actual address of the contractor's facility.
- a. The Columbia Region shall be defined as the county of Boone.
 - b. The Jefferson City Region shall be defined as the county of Cole.
 - c. The Lake Ozark Region shall be defined as the counties of Miller and Camden.
- 2.1.3 For purposes of the contract, the following definitions shall apply:
- a. Extra Small Conference – An extra small conference shall be defined as a conference with an estimated 100 or fewer attendees, with guest rooms required for requesting attendees.
 - b. Small Conference – A small conference shall be defined as a conference with an estimated 101-200 attendees, with guest rooms required for requesting attendees.
 - c. Medium Conference – A medium conference shall be defined as a conference with an estimated 201-300 attendees, with guest rooms required for requesting attendees.
 - d. Large Conference – A large conference shall be defined as a conference with an estimated 301-400 attendees, with guest rooms required for requesting attendees.
 - e. Extra Large Conference – An extra large conference shall be defined as a conference with more than an estimated 400 attendees, with guest rooms required for requesting attendees.
- 2.1.4 The contractor shall provide meeting space and any of the following as requested by the state agency:
- a. Registration area
 - b. Exhibit area and booths
 - c. Equipment for use in the meeting room, registration area, and/or exhibit area
 - d. Guest rooms
 - e. Meals and break refreshments
- 2.1.5 The contractor shall provide services on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever.
- a. For those conferences with an estimated value of \$25,000 or more, the contractor shall agree and understand that the contract shall be construed as a preferred use contract, but shall not be construed as an exclusive arrangement. Preferred use means that any state agency needing the services should use the established contract unless it is determined to be in the best interest of the State of Missouri for a state agency to obtain alternate services elsewhere.

- b. Any state agency requiring conference services with an estimated value of \$25,000 or less may utilize the contract; however, the contract does not require mandatory participation by the state agency. The contractor shall agree and understand that the contract shall not be construed as an exclusive arrangement for those conferences with an estimated value of \$25,000 or less. If it is in the best interest of the State of Missouri, a state agency may, at its own discretion, obtain alternate services elsewhere.
- 2.1.6 Cooperative Procurement Program - If the contractor has indicated agreement on Exhibit D with participation in the Cooperative Procurement Program, the contractor shall provide conference services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: <http://www.moga.mo.gov/statutes/c000-099/0670000360.htm>.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.
- 2.1.7 The contractor shall perform all services to the satisfaction of the state agency.
- 2.2 Meeting Room, Registration Area, and Exhibit Area Requirements:**
- 2.2.1 The contractor shall provide meeting rooms as requested by the state agency. The meeting rooms must comfortably accommodate the number of people specified by the state agency. The contractor shall setup the meeting rooms in accordance with the state agency's request.
- a. The contractor shall provide ice water and drinking cups in each meeting room. If requested by the state agency, the contractor shall provide fresh water and cups throughout each day of the conference.
 - b. Unless specifically requested otherwise by the state agency, the contractor shall clean and straighten each meeting room after each day of the conference.
- 2.2.2 If requested by the state agency, the contractor shall provide a registration area located near the meeting rooms or the lobby. The contractor shall equip the registration area as specified by the state agency.
- 2.2.3 If requested by the state agency, the contractor shall provide an area for exhibits. The contractor shall set up and equip the exhibit area as specified by the state agency.
- 2.2.4 The contractor shall provide and set-up equipment such as microphones, public address systems with speakers, screens, table podiums, stands, LCD projector, slide projector, movie projector, DVD player, VCR TV/monitor, CD player, computer hook-ups, and other audio-visual equipment in the meeting rooms, registration area, and/or exhibit area as requested by the state agency.
- a. If requested by the state agency, the contractor shall provide secure, high-speed internet access for state agency provided computers.
- 2.2.5 The state agency reserves the right to provide its own equipment in the meeting rooms. If the contractor assesses a fee for such, the contractor shall specify all such fees in response to the state agency's Invitation for Quotation. If a fee is not specified in the contractor's response to the state agency's Invitation for Quotation, the contractor shall not assess the state agency any charges for providing its own equipment.
- 2.2.6 If requested by the state agency, the contractor shall provide the state agency with an area with lockable storage that is near the meeting rooms.
- 2.2.7 The meeting rooms, exhibit area, lobby, and guest rooms should be conveniently located. Additionally, the meeting rooms, exhibit area, lobby, and guest rooms should be available in the same building.

- a. If the meeting rooms, exhibit area, and/or guest rooms are not located in the same building, the contractor should provide transportation/shuttle service for the conference attendees to/from the meeting rooms, exhibit area, lobby, and guest rooms.
- 2.2.8 If requested by the state agency, the contractor shall provide bell service to include assistance in loading and unloading equipment for the conference.
- 2.2.9 All meeting rooms should be well ventilated, properly lighted, and conveniently located.
- 2.2.10 All meeting rooms, including the registration area and exhibit area, shall be smoke free.
- 2.3 Guest Room Requirements:** If guest rooms are requested by the state agency, the contractor shall comply with the following:
- 2.3.1 The contractor shall furnish sufficient and adequate guest rooms. The state agency and/or conference attendee shall specify which and how many of the following types of guest rooms are needed:
- a. Guest room with one bed
 - b. Guest room with two beds
 - c. Suite
- 2.3.2 Each guest room shall have separate bathroom and bath/shower facilities.
- 2.3.3 The contractor must provide guest rooms that are clean, neat, and insect free. Carpet and fixtures must be without stains or disrepair. Furniture should be in good condition. The contractor must ensure that all guest rooms are clean upon check-in and receive housekeeping on a regular basis.
- 2.3.4 The contractor shall ensure that all guest rooms are ready for occupancy no later than 4:00 p.m. on the day of check-in, unless otherwise specified by the state agency.
- a. The contractor must provide adequate staff to register conference attendees to guest rooms in a timely manner.
- 2.3.5 The contractor's facility must have security locks on the door of each guest room.
- 2.3.6 The contractor must provide non-smoking guest rooms for the conference attendees requesting such and should provide smoking guest rooms for the conference attendees requesting such.
- 2.3.7 In the event the contractor does not have sufficient number of guest rooms to meet the state agency's requirements, the contractor may subcontract and utilize an overflow facility for the additional guest rooms with prior approval from the state agency.
- 2.4 Meal and Break Refreshment Requirements:** If meals and/or break refreshments are requested by the state agency, the contractor shall comply with the following:
- 2.4.1 The contractor must provide meals and break refreshments as required by the state agency.
- 2.4.2 For each meal provided, the contractor shall provide a variety of meal options for consideration by the state agency.
- 2.4.3 If requested by the state agency, the contractor shall issue meal ticket vouchers which indicate the maximum value of the voucher to the conference attendees.

- a. The maximum value of the voucher shall not exceed the price per meal for the eliminated meal less the administrative fee.
- b. The conference attendees shall be responsible for any meal charges in excess of the maximum value of the meal ticket voucher.
- c. The state agency shall reimburse the contractor the amount of the actual meal price, not to exceed the maximum value of the voucher and the firm, fixed administrative fee, if any, for the redeemed meal ticket voucher.

2.4.4 In the event the contractor's restaurant is used to serve meals, the restaurant shall offer a non-smoking section.

2.5 Security and Confidentiality Requirements:

- 2.5.1 If requested by the state agency, the contractor shall provide the security guards to maintain the security of a specified area.
- 2.5.2 The contractor's facility should be equipped with security cameras inside and outside the facility. The contractor should provide security guards to patrol the facility and the parking lots of the contractor's facility.
- 2.5.3 With the exception of the front entrance, the contractor's facility should be locked by a reasonable time every night. After such time, entry to the contractor's facility should only be allowed at the front entrance or via a keycard at any other entrance.
- 2.5.4 The contractor's staff shall provide the maximum level of confidentiality for all conference attendees.

2.6 Additional Requirements:

- 2.6.1 The contractor should have recreational opportunities (e.g. tennis, swimming, racquetball, jogging/hiking, spa, exercise room, game room, etc.) available for use by the conference attendees.
- 2.6.2 The contractor must provide free, adequate, safe, and convenient parking.
- 2.6.3 The contractor shall be in compliance with all local, county, state, and federal codes and regulations. Upon request by the state agency, the contractor shall provide proof of compliance of all codes and regulations, which includes, but is not limited to, an approval letter of safe operation from fire marshal, a local health department inspection, and a building code inspection or license.
- 2.6.4 The contractor's facility must be in compliance with the American Disabilities Act. If the contractor's facility has more than one floor/level, the contractor's facility must have a public elevator and/or ramps to allow access to meeting rooms, restaurants, lobby, and other public areas of the facility. The contractor's facility must have easy access to the guest rooms. The contractor must accommodate any request for first floor guest rooms and requests for assistance with luggage, etc. to/from a guest room.
- 2.6.5 A minimum of 30 calendar days prior to the conference, the state agency shall make every reasonable effort to provide the contractor with the exact and current number of conference attendees, meeting room set-up, and required equipment. At least three (3) weeks prior to the conference, the state agency shall provide the contractor with its conference agenda to assist in the coordination of the contractor's activities and the allocation of the contractor's resources. At least 72 hours prior to the conference, the state agency shall provide the contractor with a guarantee as to the number of people to be served at each meal.
- 2.6.6 Upon award of a specific conference, the state agency shall provide the contractor with a written estimated number of guest rooms needed. The contractor shall reserve such number of guest rooms.

- a. The state agency and contractor shall mutually agree upon a release date for guest rooms. The release date shall be no more than two weeks prior to the conference date.
- b. After the release date, the contractor may release any unreserved guest rooms that were being held for conference attendees.
- c. In the event the number of guest rooms needed is more than the number the state agency estimated, the contractor shall make every reasonable effort to provide the additional guest rooms.

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

2.7 Competitive Pricing Requirements:

2.7.1 Upon determination of the requirements for each conference, the state agency shall issue an Invitation for Quotation with the specific requirements of the conference to all the contractors awarded a contract under this RFP, for the specific region and conference size. (Refer to Attachment #2 for a sample Invitation for Quotation for conference services that may be used by the state agencies.) The Invitation for Quotation shall specify the conference size, desired dates, meeting room requirements, estimated number and type of guest rooms required, and food service requirements. In addition, the Invitation for Quotation shall specify if the conference award will be based on (1) a “cost only” evaluation, or (2) a “cost and best” evaluation. In the event the state agency does not indicate which evaluation method will be used, the evaluation shall be a “cost only” evaluation.

- a. The contractor is advised that a state agency may issue an Invitation for Quotation for a conference to all contractors for the applicable size for either two or three of the regions.

2.7.2 If the contractor is able to satisfy the state agency conference requirements, the contractor shall submit prices for all required services. The contractor must submit such pricing and all other required information to the state agency by the date specified in the Invitation for Quotation. If the contractor is unable to satisfy the state agency conference requirements, the contractor should notify the state agency of such. In the event the contractor does not submit a response to the state agency’s Invitation for Quotation or pricing by the date specified in the Invitation for Quotation, the contractor may not be considered for award of the conference.

2.7.3 “Cost Only” Evaluation: The state agency shall conduct an objective cost analysis of the total conference cost based upon the estimated quantities specified in the Invitation for Quotation and the prices quoted by each responding and responsive contractor. The contractor quoting the lowest total conference cost shall be awarded 200 cost points. All other contractors shall be awarded a prorated number of cost points based upon each contractor’s total conference cost in correspondence to the lowest total cost using the formula below. (See Attachment #3 for a sample of the Cost Evaluation method.) The state agency shall total the cost points derived from the cost analysis with a 10 point preference awarded to those contractors that committed to the use of an organization for the blind or a sheltered workshop, as specified in the contractor’s awarded proposal. The responsive and responsible contractor with the highest total points shall be awarded the specific conference contract described in the Invitation for Quotation. However, the State of Missouri reserves the right to reject any response to the state agency’s Invitation for Quotation if the State is in receipt of any information, from any source, regarding unsatisfactory performance of similar services by the contractor within the past 18 months.

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times 200 = \text{Cost evaluation points}$$

2.7.4 “Cost and Best” Evaluation:

- a. The state agency shall conduct an objective analysis of the total conference cost based upon the estimated quantities specified in the Invitation for Quotation and the prices quoted by each responding and responsive contractor. The contractor quoting the lowest total conference cost shall be awarded 100 cost points. All other contractors shall be awarded a prorated number of cost points based upon each contractor’s total conference cost in correspondence to the lowest total conference cost using the following formula. (See Attachment #3 for a sample of the Cost Evaluation method.)

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times 100 = \text{Cost evaluation points}$$

- b. For each contractor, the state agency shall total (1) the cost points derived from the cost analysis, (2) the subjective evaluation score (“best” score) awarded during the subjective evaluation process, (3) any points awarded for MBE/WBE participation, as specified in the contractor’s awarded proposal, and (4) the 10 point preference, if any, awarded for the contractor’s commitment to the use of an organization for the blind or a sheltered workshop, as specified in the contractor’s awarded proposal. The responsive contractor with the highest total points shall be awarded the specific conference contract described in Invitation for Quotation.

2.8 Miscellaneous Requirements:

- 2.8.1 The contractor is hereby advised that CSR 40-1.060 (7) (H), identifies “giving gifts, meals, trips or any other thing of value or a monetary advantage for personal benefit, directly or indirectly, to an employee of the division or to any evaluator of bids/proposals” as sufficient cause for suspension or debarment. Furthermore, RSMO 105.452 prohibits state employees from accepting anything of monetary value or using decision making authority for the purpose of obtaining financial gain from any person, company, firm, or corporation to which any contract may be awarded. Therefore, the contractor shall not offer state agency employees and state agency employees shall not accept personal benefit gifts, meals, trips, or any other thing of significant value or of a monetary advantage in order to be awarded a specific conference.

2.9 Invoicing and Payment Requirements:

- 2.9.1 Prior to any payments becoming due under the contract, the contractor must return a completed state Vendor Input/ACH-EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.

- a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).
- b. The contractor must submit invoices on the contractor’s original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri’s EFT addendum record to enable the contractor to properly apply the state agency’s payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri’s central accounting system (SAM II) on the Vendor Services Portal at:

<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>

- 2.9.2 The state agency shall pay the contractor for conference services in accordance with the prices quoted by the contractor in response to the state agency’s Invitation for Quotation.

- a. The contractor shall agree and understand that in lieu of the state agency paying for the lodging, some state agencies require conference attendees to pay the contractor directly for lodging.

- 2.9.3 The contractor shall only invoice for those conference services for which the contractor quoted a price in response to the state agency's Invitation for Quotation. The contractor must not invoice and the state agency shall not pay for any conference service, including meeting room equipment and miscellaneous services, for which a price was not quoted.
- 2.9.4 Other than the payments and reimbursements specified above, the state agency shall not make any other payments or reimbursements to the contractor for any reason whatsoever, including attrition clauses, taxes, insurance, interest, termination payment, attorney fees, liquidated damages, etc.
- 2.9.5 The contractor shall understand that each state agency utilizing the contractor's services shall be solely responsible for payment for only those services requested by that state agency.

2.10 Other Contractual Requirements:

- 2.10.1 Contract - A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
 - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
 - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 2.10.2 Contract Period - The original contract period shall be as stated on page 1 of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period.
- a. The Division of Purchasing and Materials Management shall have the right, at its sole option, to extend the contract as necessary for any conference scheduled beyond the expiration of the contract. Such conference must have been scheduled (1) prior to the expiration of the contract, (2) prior to the award of any succeeding conference contract, and (3) no more than 18 months prior to the actual date of the conference. In the event the Division of Purchasing and Materials Management exercises such right, all other terms and conditions, requirements and specifications of the contract applicable to the above referenced services shall remain the same and apply during the extension period.
- 2.10.3 Termination - The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. In addition, each individual state agency may cancel a specific conference at any time for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least 120 calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for

services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

- 2.10.4 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
 - b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
 - c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above), or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 2.10.5 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance shall include an endorsement that adds the State of Missouri as an additional insured.
- 2.10.6 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.
- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
 - b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
 - c. Pursuant to subsection 1 of section, 285.530 RSMo no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section, 285.530 RSMo) if the contract binding the contractor and subcontractor affirmatively states that:
 - 1) The direct subcontractor is not knowingly in violation of subsection 1 of section, 285.530 RSMo and
 - 2) Shall not henceforth be in such violation and

- 3) The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

2.10.7 Substitution of Personnel - The contractor agrees and understands that any substitution of the specific key individual(s) and/or personnel qualifications identified in the proposal must be with individual(s) of equal or better qualifications than originally proposed.

2.10.8 Authorized Personnel:

- a. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- c. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- d. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:
 - 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - 2) Provide to the Division of Purchasing and Materials Management the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
 - 3) Submit to the Division of Purchasing and Materials Management a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- e. In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

2.10.9 Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

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

2.10.11 Property of State - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.

2.10.12 Confidentiality:

- a. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
- b. If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

2.10.13 Contractor Equipment Use:

- a. Title - Title to any equipment required by the contract shall be held by and vested in the contractor. The State of Missouri shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the equipment including, but not limited to, devices, wires, software, technical literature, etc. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.
- b. Liability - The contractor shall agree that the State of Missouri shall not be responsible for any liability incurred by the contractor or the contractor's employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the contractor, except as otherwise provided in the contract.

2.10.14 State agency equipment - Equipment purchased by the state agency and placed in the custody of the contractor shall remain the property of the state agency. The contractor must ensure these items are safeguarded and maintained appropriately, and return such equipment to the state agency within the time frame specified by the state agency.

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

- a. The contractor shall prepare and submit to the Division of Purchasing and Materials Management a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops and/or MBE/WBEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing and Materials Management.
- b. The Division of Purchasing and Materials Management and the Office of Supplier and Workforce Diversity (OSWD) will monitor the contractor's compliance in meeting the participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the

amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing and Materials Management determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.

- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs or other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded proposal.
 - 1) The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new entities. This approval shall not be arbitrarily withheld.
 - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure a replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.

2.11 Federal Funds Requirements - The contractor shall understand and agree that the contract may involve the use of federal funds. Therefore, for any federal funds used, the following paragraphs shall apply:

2.11.1 The contractor and any subcontractors must comply with all reporting requirements as published at any time during the contract period in order to allow for accountability of ARRA funds in a manner that ensures transparency and accountability in accordance with all program and ARRA requirements.

2.11.2 In performing its responsibilities under the contract, the contractor shall fully comply with the following Office of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments:

- a. Uniform Administrative Requirements - A-102 - State/Local Governments; 2 CFR 215 - Hospitals, Colleges and Universities, For-Profit Organizations (if specifically included in federal agency implementation), and Not-For-Profit Organizations (OMB Circular A-110).
- b. Cost Principles - 2CFR 225 – State/Local Governments (OMB Circular A-87); A-122 - Not-For-Profit Organizations; A-21 - Colleges and Universities; 48 CFR 31.2 - For-Profit Organizations; 45 CFR 74 Appendix E – Hospitals.

2.11.3 Steven's Amendment – In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:

- a. The percentage of the total costs of the program or project which will be financed with Federal money;
- b. The dollar amount of Federal funds for the project or program; and
- c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

2.11.4 The contractor shall comply with 31 U.S.C. 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under the contract shall be used to pay the salary or expenses of the contractor, or agent acting for the contractor, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The contractor shall comply with all requirements of 31 U.S.C. 1352 which is incorporated herein as if fully set forth.

The contractor shall submit to the state agency, when applicable, Disclosure of Lobbying Activities reporting forms.

- 2.11.5 The contractor shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156) and Circular A-133, including subsequent amendments or revisions, as applicable or 2 CFR 215.26 as it relates to for-profit hospitals and commercial organizations. A copy of any audit report shall be sent to the state agency each contract year if applicable. The contractor shall return to the state agency any funds disallowed in an audit of the contract.
- 2.11.6 The contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
- 2.11.7 The contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 2.11.8 The contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
- 2.11.9 If the contractor is a sub-recipient as defined in OMB Circular A-133, Section 210, the contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the contractor through the contract.
- 2.11.10 Non-Discrimination and ADA - The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
 - b. Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. Section 206 (d));
 - c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
 - d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities;
 - e. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
 - f. Equal Employment Opportunity – E.O. 11246, “Equal Employment Opportunity”, as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity”;
 - g. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
 - h. Missouri Governor’s E.O. #94-03 (excluding article II due to its repeal);
 - i. Missouri Governor’s E.O. #05-30; and
 - j. The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

2.12 Business Associate Provisions:

- 2.12.1 Health Insurance Portability and Accountability Act of 1996, as amended - The state agency and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a “Business Associate” of the state agency as such term is

defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103. Therefore, the term, “contractor” as used in this section shall mean “Business Associate.”

- a. The contractor shall agree and understand that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:
 - 1) “Access”, “administrative safeguards”, “confidentiality”, “covered entity”, “data aggregation”, “designated record set”, “disclosure”, “hybrid entity”, “information system”, “physical safeguards”, “required by law”, “technical safeguards”, “use” and “workforce” shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
 - 2) “Breach” shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term “breach of contract” as used within the contract.
 - 3) “Electronic Protected Health Information” shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.
 - 4) “Enforcement Rule” shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR parts 160 and 164.
 - 5) “Individual” shall have the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
 - 6) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
 - 7) “Protected Health Information” as defined in 45 CFR 160.103, shall mean individually identifiable health information:
 - (1) Except as provided in paragraph (2) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
 - (2) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (state agency) in its role as employer.
 - 8) “Security Incident” shall be defined as set forth in the “Obligations of the Contractor” section of the Business Associate Provisions.
 - 9) “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 164, subpart C.
 - 10) “Unsecured Protected Health Information” shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.
- b. The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.
- c. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the Business Associate Provisions stated herein.
- d. The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder).

2.12.2 Permitted uses and disclosures of Protected Health Information:

- a. The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.
- b. The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
- c. If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.
- d. If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.
- e. The contractor may use Protected Health Information to provide Data Aggregation services to the state agency as permitted by 45 CFR 164.504(e)(2)(i)(B).

2.12.3 Obligations of the Contractor:

- a. The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).
- b. The contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:
 - 1) Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract.
 - 2) Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce.
 - 3) Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- c. With respect to Electronic Protected Health Information, the contractor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency.
- d. The contractor shall require that any agent or subcontractor to whom the contractor provides any Protected Health Information received from, created by, or received by the contractor pursuant to the contract, also agrees to the same restrictions and conditions stated herein that apply to the contractor with respect to such information.
- e. By no later than ten (10) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the Privacy Rule.

- f. The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency. If requested by the state agency or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the state agency upon request.
- g. In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.
- h. At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- i. The contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.
- j. The contractor shall report to the state agency's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the state agency's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
- k. The contractor shall report to the state agency's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.
- l. The contractor's reports specified in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):
 - 1) The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;
 - 2) The electronic address of any individual who has specified a preference of contact by electronic mail;

- 3) A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
 - 4) A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and
 - 5) The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.
- m. Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR part 164.
- n. Contractor shall not directly or indirectly receive remuneration in exchange for any protected health information without a valid authorization.
- o. If the contractor becomes aware of a pattern of activity or practice of the state agency that constitutes a material breach of contract regarding the state agency's obligations under the Business Associate Provisions of the contract, the contractor shall notify the state agency's Security Officer of the activity or practice and work with the state agency to correct the breach of contract.

2.12.4 Obligations of the State Agency:

- a. The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.
- b. The state agency shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
- c. The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.
- d. The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

2.12.5 Expiration/Termination/Cancellation - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the state agency, either return to the state agency or destroy all Protected Health Information received by the contractor from the state agency, or created or received by the contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.

- a. In the event the state agency determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.

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