

Missouri Child Care Grant Application

See Amendment #002 on April 23, 2009 below

This site constitutes a request by the Missouri Department of Social Services, Children's Division (hereafter referred to as "DSS" or "the state agency") for competitive, sealed applications, hereafter referred to as "Request for Application" or "RFA", for the Start Up or Expansion of a child care facility for children age birth through 24 months.

NOTICE TO INDIVIDUALS IN ST. LOUIS CITY AND ST. LOUIS COUNTY

DO NOT ACCESS OR COMPLETE THE 2010 CHILD CARE GRANT.

ARCHS Community Partnership in St. Louis will issue a Request for Proposals for the child care Start Up and Expansion grant for the St. Louis area in June 2009. To qualify, you must be opening or expanding a child care center, child care home, or group home in St. Louis City or St. Louis County.

Please contact Melita Long at ARCHS, 539 N. Grant Boulevard, 6th floor, St. Louis, MO 63103, 314-289-5616 to place your name on a mailing list for this grant or visit www.stlarchs.org on June 1, 2009 to download the application and instructions. Candidates who have placed their name on the list will receive a mailing from ARCHS to notify them when this grant is available.

If you submit a 2010 child care Start Up and Expansion grant application to the Department of Social Services, Children's Division for St. Louis City or County, it will be deemed non-responsive and will not be evaluated.

Applicants may complete and submit an electronic or a paper version of the application. Read the "Instructions", "Frequently Asked Questions", "Introduction and Background", "Grant Requirements", "Funding Allocations", "Contractual Requirements", and "Terms and Conditions" sections in their entirety to ensure that you are eligible to apply for funding from this grant.

When you finish reading requirements of the grant, click or mark the box that indicates "I agree to the above requirements". If you do not indicate agreement, you will not be allowed to register to gain access to either the paper or electronic versions of the application.

Paper applications must be delivered or mailed to the following address:

**Missouri Department of Social Services, Children's Division
Contract Management Unit
615 Howerton Court
P.O. Box 88
Jefferson City, MO 65103-0088
[Map of the Howerton Court Location](#)**

Adobe® Acrobat® Reader® – You must use this software program to open, run, and print the Child Care Grant application. A critical vulnerability has been identified in Adobe® Reader® 9 and Acrobat® 9 and earlier versions. This vulnerability could potentially cause the application to crash and allow an attacker to take control of the affected system. There are reports that this issue is being exploited.

Adobe has released the Adobe® Reader® 9.1 and Acrobat® 9.1 product updates to resolve this security issue. These may be accessed at <http://get.adobe.com/reader/>.

Use the hyperlinks below to access the printable versions of the grant's two parts. (If you are using a dial-up Internet connection, you may wish to save the electronic application to your computer's hard drive rather than trying to open the document from this location. Opening the saved application from your computer will be faster than opening the application here.)

Amendment #002 on April 23, 2009

The Child Care Grant application was revised by Amendment #002 on April 23, 2009. Amendment #002 fixed a bug in the Electronic application that was found in the Amendment #001 version. When selecting the "Submit" button to submit a completed application, an error message would continue to indicate that a required field had not been answered, when all required fields actually had been answered. Log in and download the new Electronic application and then copy and paste your responses from your previous version of the Electronic application into the new Electronic application. Also print the "Instructions", "Information" and "Requirements" sections again for your records so that they will include Amendment #002.

Amendment #001 on April 20, 2009

The application was revised by Amendment #001 on April 20, 2009. Amendment #001 added Pulaski County to the county list in the Organization Information section (section 1) and revised the wording of the questions in the Previous Grants Information section (section 8). Amendment #001 also added the Introduction and Background section (section 1) to the print version of the Missouri Childcare Grant Application.

Instructions, Information and Requirements - [Print](#) 48 pages, 209 kB - **Amendment #002 on April 23, 2009**

Paper Application - [Print](#) - 53 pages, 903 kB - **Amendment #001 on April 20, 2009**

Electronic Application - You must read through the electronic version of the Instructions, Information and Requirements and agree to all the requirements to reach the registration page and obtain the electronic application. **The amended electronic application can be obtained once registration is complete. Potential applicants that have already registered for the 2009-2010 Child Care Grant must log in from this page and will be directed to the amended application.**

Do you need help writing a response for this RFA? Use these links to find help in your area.

- Missouri Child Care Resource and Referral Network - www.mocccrn.org/

- The Family and Community Trust - www.mofact.org/
- Educare - www.dss.mo.gov/cd/early/educare.htm
- Project Reach - www.educareprojectreach.org/
- Missouri Small Business Development Centers - www.missouribusiness.net/sbdc/index.asp

Request for Application Issue Date: April 3, 2009

Application Submission Deadline Date: 3:00 p.m., May 1, 2009

Anticipated Contract Award Notification Date: July 1, 2009

The only pre-application conference regarding this Request for Application (RFA) will be held on **April 16, 2009 at 9:00 a.m., in Room 492 of the Harry S. Truman Building, 301 W. High Street, Jefferson City, MO 65101.** [Map of the Harry S. Truman Bldg. Location](#)

The conference will last approximately 2-3 hours but can run longer depending on the number of questions received from attendees.

All potential applicants are encouraged to attend this conference in order to ask questions about and provide comments regarding the RFA. Attendance is not required in order to submit a question or comment; however, applicants are encouraged to attend because information relating to this RFA will be discussed in detail. Potential applicants should bring a copy of the RFA with them for reference purposes because it will be used as the agenda for the pre-application conference.

Applicants may submit questions regarding the RFA prior to the Pre-Application Conference to allow time for the Children's Division to prepare answers. However, the applicant should restate each question for verbal response during the Pre-Application Conference. Only those questions/answers that necessitate changes to the RFA will be included in an amendment, if any. Applicants are advised that any questions received less than five (5) calendar days prior to the RFA submission deadline may not be answered.

Applicants are strongly encouraged to advise the Children's Division within five (5) working days of the scheduled Pre-Application Conference of any special accommodations needed for persons with disabilities who will be attending the conference so that these accommodations can be made.

Contact the DSS helpdesk at 1-800-663-2647 to submit questions concerning the RFA prior to the Pre-Application Conference, request special accommodations for the persons with disabilities at the Pre-Application Conference, request a copy of your previous application for this grant, submit questions regarding the RFA during your application process, and/or submit questions or report problems with your User ID, password, and/or Web site malfunction. Be sure to refer to the Child Care Grant. Applicants are also advised that the DSS helpdesk is not available on weekends, that is, from 5:00 p.m. on Friday until 7:00 a.m. on Monday or on state holidays.

Instructions

The following paragraphs contain instructions, descriptions, and examples applicable to the proper functioning of the Missouri Child Care Grant electronic application. Read these carefully before you begin the application.

Adobe® Acrobat® Reader® – You must use this software program to open, run, and print the Child Care Grant application. A critical vulnerability has been identified in Adobe® Reader® 9 and Acrobat® 9 and earlier versions. This vulnerability would cause the application to crash and could potentially allow an attacker to take control of the affected system. There are reports that this issue is being exploited.

Adobe® has released the Adobe® Reader® 9.1 and Acrobat® 9.1 product updates to resolve this security issue. These may be accessed at <http://get.adobe.com/reader/>.

Browser - A browser provides a way for you to look at and interact with information on the World Wide Web (www). There are many browsers available, with the most popular being Microsoft® Internet Explorer®, Netscape® Navigator®, and Mozilla® Firefox®. The electronic Child Care Grant application was designed to work in Internet Explorer® version 7.0 with resolution set to 1024X768. However, it is not possible to test this electronic application in all possible browsers, and it is possible that the application will not function properly if you are using a browser other than Internet Explorer® version 7.0.

You can open the application through the browser in one of two ways. The first way is to right click on the file from Windows® Explorer®, select "Open with", then "Internet Explorer" or, if "Internet Explorer" is not listed, select "Choose Program" and then select "Internet Explorer". The file will open inside an Internet Explorer® window. The second method is to open your browser ("Internet Explorer"), select "File", then "Open", then select your saved application file.

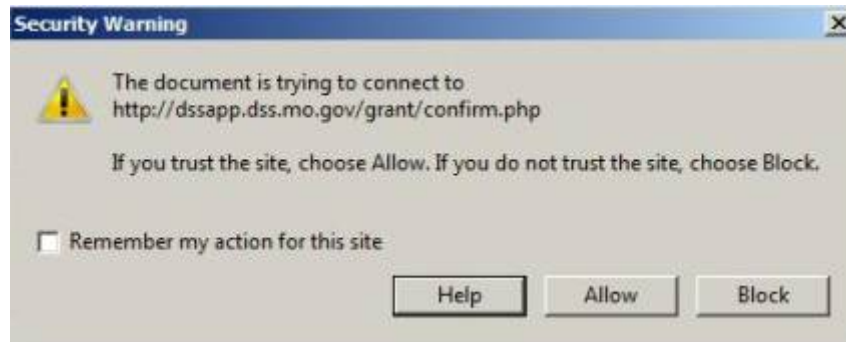
JavaScript™ (scripting) - The registration and submission portion of this application is written in JavaScript™ and the scripting functions of your browser must be turned on:

- Microsoft® Internet Explorer® 5/6 - www.tranexp.com/win/JavaScript-enabling.htm#MSIE6
- Microsoft® Internet® 7 - www.tranexp.com/win/JavaScript-enabling.htm#MSIE7
- Mozilla® Firefox® 1.5 - www.tranexp.com/win/JavaScript-enabling.htm#FF
- Opera® 8 or 9 - www.tranexp.com/win/JavaScript-enabling.htm#OP
- Netscape® 7.x and Mozilla® 1.6 - http://gsaauctions.gov/brow_details/GECKOinstr.htm
- America Online® (AOL®) - <http://help.aol.com/help/>

Operating Systems – This application was designed in Microsoft® Windows® XP®. It is not possible to test this electronic application in all possible operating systems and, therefore, it may not perform well in Apples Macintosh® or in Microsoft® Vista. However, testing in Microsoft® Vista was successful for downloading, completing, and submitting the application without any problems, but there are a few Vista settings that could cause you problems depending on how you have them set.

Vista

- By default Vista loads with scripting turned off. Scripting will have to be enabled for the functionality of the electronic version to work. Instructions for turning on scripting may be accessed at www.ctdlc.org/Help/Vista/Vista_browser.html.
- If you receive the message shown below, select Allow.



- If you receive this message, you did not have the application open in the browser before you selected the Submit button. The system will attempt to submit your application via the URL shown and you will receive a validation message indicating that you successfully submitted your application; however, this will not be the case. You must close your application, open it

through your browser, and resubmit it.

Missouri Department of Social Services

- Jay Nixon, Governor
- Ronald J. Levy, Director

- [Home](#)
- [Children](#)
- [Family](#)
- [Health Care](#)
- [Youth](#)
- [Local Offices](#)

You must be a registered user to complete the submission process. Enter the following to confirm submission.

Enter Userid: Enter Tax ID: (ex. xxxxxxxxx)

```
<?xml version="1.0" encoding="UTF-8"?>
```

- If you opened and submitted your completed application through the browser and cannot get to the submission confirmation page, the above message will display and you may have security settings that are prohibiting your access. Everyone's configuration is different, and you may or not be on a secure network. Try turning the Firewall off until you have submitted your application or adding the URL <http://dssapp.dss.mo.gov/grant/confirm.php> as a trusted site. Both functions require Administrator privileges, and you should refer to your user manual or technical support for help.

Download – In this application, download means two things.

The first meaning is accessing the electronic version of the application and saving it to your computer. To do this, right click on the hyperlink for the application, select "Save" or "Save Target as" and save a copy of the application to your hard drive, then run the application from your hard drive instead of running it through your browser. (The download size of this file should be 903 kB.) By doing this, you are able to work on the application without being connected to the Internet. When you are ready to submit your application, you must have your application open within a browser and be connected to the Internet.

The second meaning is to request software (such as Adobe® Acrobat® Reader®) from a web page on another computer and receive and install it on your computer. After you access a hyperlink (see the definition for this term below) associated with a software download within the

electronic application, you will be taken to the appropriate Web site where you should follow the instructions provided by the software developer for downloading the software that you require.

Imposed Restrictions - Some E-mail providers, such as America Online® (AOL®), impose restrictions on E-mail delivery. To ensure you properly receive your electronic grant application registration and submission confirmation E-mails, add ITSD.RSGrant@dss.mo.gov to your E-mail Address Book. (Do NOT reply to the confirmation E-mails. They are only for the purpose of sending you confirmation of registration and temporary password and submission of your electronic application.)

Add an E-mail Address to Your Address Book – There are many different E-mail providers available to potential applicants. Therefore, you should consult your individual E-mail provider for instructions that explain how to add an E-mail address to your address book.

Hyperlinks – Hyperlinks are used throughout this electronic application to provide you with direct linkage to a destination on the World Wide Web (www) using that Web site's URL (Uniform Resource Locator) (also known as "web address"). These hyperlinks are designated in blue, and bolded, such as www.dss.mo.gov/cd/index.htm, which is the URL, or web address, for the State of Missouri Department of Social Services, Children's Division's Web site. If you click on any of these hyperlinks while connected to the Internet, your browser will take you directly to the Web site associated with that hyperlink, and the Web site page may open in a window that is separate from the one that contains the Child Care Grant application. When you have finished reviewing the information at the Web site to which you have been taken, close the Web site by clicking on the X in the top right corner of your screen or access "File" and then "Close" from your browser's toolbar and the hyperlink Web site will close and the Child Care Grant electronic application will re-display. If the Web site page you are viewing has replaced the Child Care Grant instead of opening in a separate window, use the "Back" button to return to the Child Care Grant. Once you have accessed a Web site via a hyperlink, the color of the hyperlink within the electronic application will change to pink.

Printing – In order to print, you must have a printer connected to and installed on the computer that you are using and have selected that printer to print to. If you need help, consult your computer and/or printer manual(s). To print a copy of the application, you may select "Print" after the word Application on the Missouri Child Care Grant electronic application home page or print the saved application from your computer by selecting "File" then "Print" from your toolbar or you may print your entire electronic application by using the Print button at the end of the application.

Frequently Asked Questions (FAQ) - This section has been developed to answer questions you may have as you are working through this application. Use the "Frequently Asked Questions – FAQ" navigation button located on the left side of the screen to access a complete list of Frequently Asked Questions.

* **(Asterisk)** - Indicates a required field. You must enter the requested data in order for your application to be evaluated and rated. Applicants may save an incomplete application if necessary and return to it later. However, any application in which required information is missing may be deemed non-responsive.

Submit – There are three SUBMIT buttons in this application.

- The first SUBMIT button is located on the "User Registration" page. Select this button to submit your request to file an electronic Child Care Grant application.
- The second SUBMIT button is located on the "Change Password" page. After you have entered and confirmed your new password, select this button to submit your new password.
- The third SUBMIT button is located on the final page of the electronic Child Care Grant application. Open your browser and connect to the Internet, open your saved application, then select the "Submit" button on the last page of the application to transmit your completed application to the DSS for evaluation. Selecting this "Submit" button time stamps your application submission in the DSS database. It will also prevent your application from being transmitted to the DSS if required fields have not been completed. If you receive a message indicating that your application can not be submitted, look through your application to ensure that all required fields have been completed. All of the required entry fields will be outlined in red, and you must check each to ensure that you have entered required data into each of them. All of the "Yes", "No" or "Not an Expansion" questions are required fields, and you must check each of these to ensure that you have marked one. If your Funding Budget (Year 1) Total and Amount Requested for Year 1 Total on 3-Funding Budget (Year 1) page are not equal, you will receive an error message when you attempt to submit your application and must correct your Funding Budget (Year 1) so that it equals the Amount Requested.

To submit your application to the DSS, you must have your browser connected to the Internet and your application open. You can open your application in one of two ways. Right click on your saved application, select "Open with" either "Internet Explorer" or your browser name or open your browser, select "File Open", then select your saved application file. You must complete, save, and submit your application before the Missouri Child Care Grant submission deadline of **3:00 p.m., May 1, 2009**.

Tab Order -Use the Tab key to walk through the application. Often the cursor will not move once a field has been answered and using the Tab key will move the cursor to the next appropriate field. This will also activate the scripting messages along the way.

User ID – This is the E-mail address that you enter on the "User Registration" page. You will use your User ID and Tax ID to log on to register to access the electronic application and to submit your application. Your Password will only be used if you need to log on to the site to download the application a second time. User ID is case sensitive, meaning that you must always enter your password the same way. That is, if you used all lower case letters (for example, abcdef) when you set your password, you must always enter your password using all lower case letters. The same would be true for all upper case (for example, ABCDEF) and a mixed combination of upper and lower case letters (for example, ABCdef).

Password – When you have completed and submitted the "User Registration" page, you will receive a confirmation E-mail verifying your successful registration and providing you with a temporary password that you may use to access the electronic application. (If the system is unable to send an E-mail to your account, a message containing your temporary password will display on your screen.) You may wish to change this password to something that is easier for you to remember. Do this by selecting "Change Password" below the navigation bar on the left side of the screen. Enter your User ID (E-mail address) and Social Security Number (SSN) and

enter your new password. (You will be required to enter your new password twice to ensure that you have entered it correctly.) Your new password must consist of at least six characters, consisting of any combination of upper or lower case letters and/or numbers. Your password is case sensitive, meaning that you must always enter your password the same way. That is, if you used all lower case letters (for example, abcdef) when you set your password, you must always enter your password using all lower case letters. The same would be true for all upper case (for example, ABCDEF) and a mixed combination of upper and lower case letters (for example, ABCdef). You may change your password as many times as you wish or as is necessary. However, you should maintain a record of each new password that you set so that you have something to refer to in case you forget your password. However, if you have problems with or forget your password, you should contact the DSS helpdesk at 1-800-663-2647 for assistance from 7:00 a.m. until 5:00 p.m. Monday through Friday. The helpdesk is not available on weekends or state holidays.

Save - Once you have registered and accessed the Child Care Grant download page, you may save the two grant application files to your own computer. Place your cursor on the hyperlink for the form that you want to save, right click on the hyperlink, then select "Save" and save the file to your computer. To open the application to work on it, double click on the electronic version from the location you saved it to on your own computer. These documents will open in Adobe® Reader®. Enter data into the application and save your entries to your computer by selecting "File" then "Save" from your toolbar. You may save your application as often as you like and return to it to make additions or corrections. You must complete, save, and submit your electronic application via the Internet before the Missouri Child Care Grant application submission deadline of **3:00 p.m., May 1, 2009**.

Order - It is recommended that you visit the application Home page and save the "Grant Requirements" section and the "paper" version of the application to your computer, then disconnect from the site or the Internet, and print both of these documents. Read through the "Grant Requirements" to decide if your application can meet the requirements of the Request for Application. When you log back on to the site to register and download the electronic application, you will be asked to confirm that you have read and understand all of the requirements. Once you have done that, you will be taken to the registration page and then the download page. It is recommend that you download and print the "Paper" version of the application to use as a worksheet to gather the required information before attempting to complete the "Electronic" version of the application. You may, at your discretion, submit a "Paper" version of the application by mail or in person, but you will be responsible for doing the math calculations in the budget section, while the electronic version will do those for you.

Click/Select – These terms are used interchangeably throughout the electronic application and instructions. When you are directed to "click" or "select" a function, such as "Click the box" or "Select either Yes or No", this means to use your mouse to move the cursor to the indicated area and push down on the button on the left side of the mouse. This will cause the desired action to occur, such as marking a "Yes" or "No" field.

Narrative Fields – Many of the pages of the electronic application require you to enter narrative descriptions. You are restricted to a maximum number of characters (to include spaces) at each of these narrative entry fields. (The maximum characters allowed will be displayed at each narrative entry field, for example: "Maximum 3000 characters.") While the narrative fields may look small, they are dynamic and will expand and print all content up to the maximum allowed.

Additional paper may be required to use the maximum characters if you submit the "Paper" version. You are required to keep the content to the stated maximums.

Page Numbers - Page numbering on the application is dynamic and will increase as your narrative fields grow, expanding the size of the page and application. The download size of the empty application will be 903 kB.

Dollar Amounts - Do NOT enter dollar signs (\$), decimal points, cents, or commas when entering dollar amounts. The program will insert them.

Radio Buttons or Boxes/Bubbles – There are places within the electronic application where you are required to check a box or mark a bubble to indicate your response. Using the Tab key within a radio group will move you to the next question. The right and left arrow keys are used to move between the selections in a radio group. When your cursor is on this box or bubble, add the check to the box or mark the bubble by pressing the left button on your mouse. Many of the radio button group questions have been programmed to hide additional questions depending on how you answer the question. Some questions that you answer will give you a message that the following fields related to that question are required fields because of the way you answered the question. They will not have red fields around them (indicating that they are required) before submission, but leaving them blank will result in a "Non-responsive" application.

Dropdown Boxes - Dropdown boxes are used throughout the application when there is a list of options to choose from to answer a specific question. The dropdown box will contain a command to "Select One" and a downward facing arrow. Place the cursor on the arrow and click it and the list will display. Move the cursor to the item in the list that you want and click the left button on your mouse to select the item. The selection can also be made by using the up and down arrow keys and the enter key to select.

Example of dropdown box -

Frequently Asked Questions (FAQ)

1. What age range of children can be served with this grant?

The awarded applicant shall serve children age birth through 24 months.

2. How many children must be served with funding from this grant?

Applicants can specify a minimum of four (4) children age birth through 24 months that will be served with funding from this grant; however, the awarded applicant must serve the number of children age birth through 24 months indicated by the applicant on the "Amount Requested" page of the application and serve that number throughout the duration of the grant (to include the fourth non-funded year).

The total amount of funding awarded to serve these children will be based on the number of licensed slots that are being created as the applicant indicates on the "Amount Requested" page.

- If the awarded applicant is not licensed at the time of application, the applicant must become licensed no later than six (6) months from the date of contract award, for the number of children age birth through 24 months indicated on the "Amount Requested" page.
- If the awarded applicant is already licensed and providing child care, the applicant must expand their licensed capacity no later than six (6) months from the date of contract award to create the number of additional licensed slots for children age birth through 24 months indicated on the "Amount Requested" page. If the awarded applicant is licensed at the time of application, the awarded applicant must **ADD** new licensed slots, not merely begin serving the number of children for which they were licensed at the time of application.

The awarded applicant's new or revised license must clearly indicate that the additional licensed slots have been created and that their licensed capacity has been increased by the number of children age birth through 24 months indicated on the "Amount Requested" page.

Of the children added, a minimum of one (1) child or 10% of the children served, whichever is greater, must receive subsidized care from the Missouri Department of Social Services, either through the foster care, adoptive, or regular child care subsidy programs.

3. When you consider the number of children currently being served, are you considering all children or just those age birth through 24 months?

All children in your care.

4. Can I reduce the number of children that I am serving in one age group in order to add the licensed slots for the children age birth through 24 months that are served by this grant?

No.

5. Are the children served under this grant required to have special needs?

No. However, the applicant should understand that serving children with special needs is a priority of the Missouri Department of Social Services.

6. What does child care subsidy mean?

The State of Missouri provides payment to child care providers who provide child care services for families who meet certain criteria (such as economic status or being a foster or adoptive child). This child care subsidy may be paid wholly or in part by the State of Missouri.

7. Who may apply for this grant?

Persons wishing to start up new or expand an existing family child care home, a group home, or a child care center may apply for this grant.

Regardless of the child care program type, any awarded applicant must meet the requirements described in the Request for Application (RFA).

8. If I am awarded a child care grant to provide care to children age birth through 24 months, will I be required to submit an application for the potential 2nd and 3rd years of funding?

No. Funding for the potential 2nd and 3rd years of funding will automatically be awarded based on the level of funding available to DSS and the satisfactory performance of the grantee during the previous year of funding. You will, however, be required to submit a budget for the funds that you are awarded in the 2nd and 3rd years, if awards are continued.

9. Will child care programs that receive funding from other grants be considered for the Start Up and Expansion grant?

Yes. However, the funding from the Missouri child care grant cannot be utilized to create the same child care slots funded by other State of Missouri grants, to include, but not limited to, Early Head Start and Community Partnership Start Up and Expansion grants.

10. I wish to start a new facility and do not have a confirmed location/address for the facility yet. What address should I use as the location address?

If you do not yet know the exact location address of the facility, you may enter "Unknown" as the location address along with the name of the town/city where the facility will be located.

11. What do you consider to be non-traditional hours or extended care?

Non-traditional hours/extended care would be hours of service above and beyond the traditional hours of 6:00 a.m. to 6:00 p.m., Monday through Friday. The intent is to provide care for children age birth through 24 months that is accessible to families that work or attend school, that is, hours that provide them the ability to drop their child off prior to going to work/school or pick their child up after getting off work/leaving school or to work/attend classes during evening or nighttime shifts or on the weekends.

12. Our facility closes for several weeks during the year. Are we eligible to apply for this grant?

No. The child care grant requires that funded programs be considered full year, that is, are in operation a full 12 months each year.

The state agency does recognize 11 standard legal holidays (New Year's Day, Martin Luther King, Jr.'s Birthday, Lincoln's Birthday, Washington's Birthday, Truman's Birthday, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving, and Christmas). Child care providers receiving child care subsidy may close on any of these days and count these closures as either a holiday or a vacation day for payment.

13. If an applicant is a previous Start Up and Expansion Grant recipient, are they eligible to apply for this grant?

Yes. However, facilities currently receiving grant funding from the state agency are only eligible to apply for this funding if they are starting up a new facility that is in addition to the facility they are currently operating. Previous Start Up and Expansion Grant recipients who have or will have completed the full four-year grant requirement of their previous Start Up and Expansion grant by July 1, 2009 may apply for this grant to either expand their current facility or start up a new facility.

14. Are background screenings required for this grant?

Yes. Grantees and their personnel (including interns, volunteers, delegates, and partner sites) currently licensed or inspected by the Department of Health and Senior Services, Section for Child Care Regulation must be in compliance with rules regarding background screenings through the Family Care Safety Registry (FCSR). Grantees and their personnel (including interns, volunteers, delegates, and partner sites) not currently licensed and not caring for Department of Social Services (DSS) subsidized children must submit to a background screening through the FCSR prior to receiving funding. Information regarding the FCSR can be found at <http://www.dhss.mo.gov/FCSR/>.

15. Is there a set cost or an average cost per child determined appropriate by the state agency?

No. The state agency is relying on the applicant to apply for the amount of funding that will best fit the applicant's plan to provide these child care services. The applicant is advised to ensure they do not apply for an amount beyond the maximum allowable amount for the number of licensed slots the applicant is indicating they will create.

16. What score do I need in order to be awarded a child care grant?

There is no set score. Each application is evaluated and rated by a panel of unbiased child care specialists who assign scores to each of the applications based upon the requirements of the grant and how well the applicant addresses those requirements, including costs.

17. How much of the grant can be used for construction?

While there is no limit on the amount of money that may be used for construction purposes, this funding can only be utilized for minor remodeling to meet licensing, safety, Americans with Disabilities Act (ADA), or accreditation requirements, such as the addition of interior walls to separate classrooms, additional entry/exit doors in classrooms, sinks, toilets, wheelchair ramps, etc. This funding cannot be utilized to construct outside walls or a new building. In addition, this funding cannot be used to purchase or lease a building or land. This funding may be utilized to perform minor land improvements, such as, but not limited to, fencing, playground surface materials, Americans with Disabilities Act (ADA), compliance, etc.

18. Do contractors performing construction/remodeling paid for with funds from this grant have to be bonded, insured, or licensed?

No, but the applicant should consider these options to ensure that their investment is protected and that they are in compliance with local ordinances governing such modifications.

19. Are there limits for administrative costs?

Yes. Administrative costs cannot exceed 5% of the funding from this grant. Items considered administrative costs include but are not limited to office equipment, supplies, advertising, and salaries for staff not providing direct educational services to the children proposed to be served with this funding. In no instance shall the administrative costs paid for with this grant exceed 5% of the total grant amount requested/awarded.

20. As an owner/director of a facility, am I able to pay my own salary with funds from this grant?

Yes, you may use up to 5% of the total funding for administrative costs. The salary of the director/owner would, in most cases, be considered an administrative cost. Salaries for persons who provide direct care/services to the children age birth through 24 months would fall under the Supplementation of Staff Salaries budget category.

21. What equipment cannot be purchased with funding from this grant?

You may not purchase televisions, VCR/DVD players, vehicles, meals, or snacks with funding from this grant. Computers are considered to be an administrative item, not for classroom use, and may be purchased as long as the total administrative costs do not exceed 5% of the total funding.

22. Can this funding be used for education and training purposes?

Yes. This funding may be utilized for Education and Professional Development of staff

that provide direct educational services to the children proposed to be served with this funding, to include travel-related expenses, curriculum/philosophy training, CDA (Child Development Associate) training, college credit courses in Early Childhood, college credit courses through T.E.A.C.H. (Teacher Education And Compensation Helps), early childhood conferences, state agency required meetings, etc. Funding from this grant can be used for Professional Development activities as long as the activities are appropriate to develop the skills for those serving children age birth through 24 months.

23. Is the version of the Request for Application (RFA) printed from the web the same version as the hard copy application?

Yes. Any applicant may print a blank application at the web site and then complete and submit it as a paper application or use the paper application as a worksheet to ensure that they have all needed information prior to completing the electronic application.

24. Can I use grant funds to reimburse myself or the facility for purchases related to the start up or expansion that were made prior to the award of the grant?

No. Funds from the grant can only be used for expenditures made on or after the award date of the grant.

25. Are there any special requirements that must be met to submit an electronic application?

The only special requirement for submitting an electronic application is the requirement of an E-mail address that will be utilized as the applicant's User ID. Confirmation of the applicant's registration and application submittal will be sent to the E-mail address provided.

26. Do I need to worry about my Internet server's spam filter when expecting an E-mail from the state agency?

In order to ensure that an applicant's Internet server does not interrupt communication between the state agency and applicant, the applicant should add the state agency's web site address to their electronic address book. This allows the Internet server to recognize the state agency as a legitimate source of information.

27. How long is the child care grant application?

The child care grant application is a lengthy document. If you are using a dial-up Internet connection, it may take quite a while for the entire document to download. You may save the **Printable Version of 2009-2010 Child Care Grant Application Information** or the **Printable Version of 2009-2010 Child Care Grant Application** to your computer and access the saved copy from your computer, which is faster than accessing the application using the hyperlink. If you choose to print the Child Care Grant Application Information, be prepared to print a total of 48 pages. If you print the Child Care Grant Application to use as a worksheet, be prepared to print a total of 53 pages. Your completed application will be longer, based on the length of your responses to the grant application questions. Once you have accessed and/or printed the Child Care Grant Application, you should continue to check the Web site periodically for any amendments that might be issued. While every attempt will be made to notify those who have

registered to submit a Child Care Grant Application of any amendments, there is no guarantee that those attempts will be successful. Therefore, it is incumbent upon potential applicants to continue to check for amendments until the submission deadline date.

28. When I completed the "User Registration" page, I entered my Social Security number but now I want to use a tax ID number instead of my Social Security number. How do I make this change?

Contact the **DSS helpdesk at 1-800-663-2647** for assistance.

29. What is the timeline the state agency will follow for this grant?

RFA Issue Date: April 3, 2009.

Pre-Application Conference Date: April 16, 2009 at 9:00 a.m.

Application Submission Deadline Date: May 1, 2009 at 3:00 p.m.

Anticipated Contract Award Notification Date: July 1, 2009.

30. When an electronic application has been submitted, is there any way to verify that the state agency has received it?

When you submit your electronic application, confirmation that you submitted your application will display on your computer screen. You will also receive an E-Mail notification that your application has been accepted for submittal. You may access a link from the homepage "Check my Registration or on the application download page that will allow you to enter your Tax ID to confirm that your application was submitted.

31. Once an application has been submitted, is there any way to make changes to it?

Electronic applications may be revised and electronically re-submitted by the applicant until the application submission deadline date and time of **3:00 p.m., May 1, 2009**. If more than one version of an application is submitted, the one with the most recent date and time stamp will be the application that is evaluated. Paper applications that have been delivered to the state agency may be modified by a signed, written notice received by the state agency prior to the application submission deadline date and time of **3:00 p.m., May 1, 2009** or in person by the applicant or his/her authorized representative, provided proper identification is presented, before the application submission deadline date and time of **3:00 p.m., May 1, 2009**. Telephone and fax requests to modify an application shall not be honored.

32. If an applicant doesn't complete all the fields of the application, is their application still considered for funding?

Yes. However, the applicant should provide as much information as possible in order to be competitive. Required fields are marked with an asterisk (*). Any applications received in which required fields are not completed will be considered Non-Responsive and will not be considered for funding.

33. Can I access my past child care grant application and evaluator comments, as well as those of others who applied for the Start Up and Expansion grant?

Yes. Contact the **DSS helpdesk** at **1-800-663-2647** to make an appointment to do this.

34. How can I obtain a paper copy of the application if I do not have access to a computer/printer?

Applicants who do not have access to a computer and/or printer are encouraged to contact public libraries in their area to access and print the RFA and/or application. However, if this is not possible, contact the **DSS helpdesk** at **1-800-663-2647**.

35. If I submitted an application last year but did not receive an award, do I have to submit a new application in its entirety this year?

Yes, however, do not use last year's electronic application because there have been changes to the application, and you must download and use the electronic 2009-2010 Child Care Grant Application.

Introduction and Background

1.1 This document constitutes a request for competitive, sealed applications for the Start Up or Expansion of a child care program for children age birth through 24 months.

1.2 Licensed child care facilities are determined to be one of the following facility types. Additional information can be found at www.dhss.mo.gov.

a. Family Home – A licensed child care program where care is offered by a licensed child care provider for no more than ten children not related to the provider.

b. Group Home – A licensed child care program where care is offered by a licensed child care provider for 11, but no more than 20, children not related to the caregiver in a location separate from the provider's living quarters.

c. Child Care Center – A licensed child care program where care is offered by a licensed child care provider for more than 20 children in a location other than the provider's residence.

d. License-Exempt Child Care – By state law, certain programs are exempt from licensure, but are required to be regulated.

e. Unregulated Child Care – By state law, certain programs are exempt from licensure and regulation.

1.3 The funding for this program comes from Missouri Revised Statute Chapter 313, Section 313.835, which promotes the growth and quality of early childhood care and education and school readiness for children. Missouri gaming funds, specifically riverboat entrance fees, fund the programs promoted in this statute.

a. In addition to new legislation specific to this funding, funding may be influenced by fluctuations in riverboat attendance and entrance fees.

1.4 The vision of the Missouri Department of Social Services is the development of a child care system that meets the early care and educational needs for all Missouri children and will promote and support high-quality early learning opportunities. The Missouri child care system should focus on quality teacher training, program accreditation, and incentives, as well as financial assistance, to ensure all children are receiving quality care and education.

1.5 The latest research on brain development shows that the care a child receives during the first five years of life impacts a child's potential for future learning.

1.6 Optimal child development and learning are dependent upon nurturing and stimulating environments. Locating and choosing the early childhood care and education programs that best serve children are important to every parent and having these programs and resources in each community is imperative.

1.7 The Missouri Department of Social Services participates in the Strengthening Families through Early Care and Education Initiative. This Initiative, by the Center for the Study of Social Policy, is an approach to improving parental involvement in child care facilities.

1.8 The purpose of this funding is to supplement or support a child care program. This funding will not wholly fund or sustain such programs.

1.9 The Missouri Department of Social Services' goals for this project are to:

- a. Support and encourage care that promotes positive brain development.
- b. Provide services under this legislation that lead to school readiness.
- c. Ensure low-income children and children with special needs have equal access to care.

1.10 The Missouri Department of Social Services considers each of the following types of child care programs a priority:

- a. Programs offering services for children with special needs. Special needs may encompass physical, emotional, or developmental needs for children.
- b. Programs offering services during non-traditional hours, such as extended hours of care, nighttime care, and/or weekend care.
- c. Programs participating in the Missouri DSS or Federal Early Head Start Initiative.
- d. Programs addressing family needs with additional services either on-site or via links with health care providers, literacy organizations, and welfare-to-work initiatives, etc.

1.11 Child care providers who have previously received a Missouri Start Up and Expansion Grant award must have fulfilled obligations of such award in order to submit an application for this grant.

1.12 Facilities currently receiving grant funding from the state agency are only eligible to apply for this funding if they are starting up a new facility that is licensed separately from the facility they are currently operating.

1.13 The applicant should complete all the information required in the application. In the event the applicant does not meet the requirements of this RFA, the applicant's application shall be deemed Non-Responsive and shall not be evaluated.

- a. Applicants shall know and understand that the state agency shall not enter into negotiations or clarifications concerning the information provided in the application for reasons other than apparent clerical errors as defined herein.
- b. All applicants deemed Non-Responsive shall receive notification from the state agency, prior to contract award(s), indicating that their application has been rejected from consideration and the reason such action was taken.

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

Grant Requirements

2.1 The contractor shall Start Up or Expand their child care program for the Missouri Department of Social Services, Children's Division (hereinafter referred to as "the state agency") to create new licensed child care slots for children age birth through 24 months in accordance with the provisions and requirements stated herein.

- a. The contractor shall know and understand that unless otherwise specified, the requirements specified herein are specific to new licensed child care slots for children age birth through 24 months, and do not reflect requirements for other services provided by the contractor.
- b. The contractor must reside and the program must be operated inside the State of Missouri.
- c. The contractor's program must support working families and be considered a full-day, full-year program.

2.2 The contractor shall create new licensed slots and serve the number of children (a minimum of 4) age birth through 24 months specified on the "Amount Requested" page with funding from this grant.

- a. The contractor's new or revised license must clearly indicate that the licensed slots have been created. The contractor must maintain and serve the new or revised licensed capacity through the final expiration date of the contract.
 - 1) The contractor shall not decrease their facility's current licensed capacity for any age group in order to increase the licensed capacity of age-eligible children for the purpose of receiving Start Up or Expansion funding.
- b. The contractor's new or revised licensed capacity must exceed the licensed capacity of the facility at time of application. The contractor must add and fill new licensed slots over and above the number of children for which they were already licensed at the time of application.
- c. The contractor shall only serve children age birth through 24 months using the new licensed slots created from this grant funding.
- d. The child care program must be appropriate to meet the needs of these children, including the physical design of the facility, space utilization, recruitment methods, and transition of children who age out of this funding. In addition, the program must set goals to meet the needs of the community and educational needs of the children served by the contractor.

2.3 The contractor must be licensed as a Family Home, Group Home, or Child Care Center.

- a. License-Exempt facilities and Unregulated Child Care Providers must become licensed.

b. The contractor must begin providing services immediately upon licensure, which must be achieved no later than six (6) months from the date of the contract award.

c. If there are mitigating circumstances that prevent the contractor from obtaining licensure or providing services for children no later than six (6) months from the date of the contract award, the contractor must immediately notify the state agency.

1) Any approval for extension shall be accomplished through a Corrective Action Plan (CAP) as specified herein.

2) If it is determined the contractor is unlikely to meet licensing requirements in a timely manner, the contract will be terminated.

2.4. A minimum of one (1) or 10% of the new licensed slots, whichever is greater, must be used to serve a child(ren) receiving subsidized child care from the Missouri Department of Social Services.

2.5 The contractor must support staffing levels to maintain licensure and sustain service availability, as licensed, throughout the contract.

a. The contractor agrees and understands that replacements by newly hired staff must meet qualifications and receive training as specified herein.

2.6 The contractor's personnel (including interns, volunteers, delegates, and partner sites) that will have direct interaction with children and/or families must become registered with and/or undergo child abuse/neglect and criminal background screenings prior to providing services and on a yearly basis, using the Family Care Safety Registry (FCSR) at www.dhss.mo.gov/FCSR/. Persons being screened are required to register with the Family Care Safety Registry one time only.

2.7 In addition to the Family Care Safety Registry, the contractor's personnel (including interns, volunteers, delegates, and partner sites) providing services directly to families and children via the contract must undergo a criminal background check as specified in RSMo 210.025. The contractor's personnel shall not provide services until the fingerprint screening process is complete, unless the person has been cleared through the Family Care Safety Registry.

a. Any personnel meeting conditions specified in RSMo 210.025 shall not provide services under the contract.

2.8 The contractor shall participate in the Professional Achievement and Recognition System (PARS). Immediately upon award of the contract, the contractor shall contact the Opportunities in a Professional Education Network (OPEN) Initiative at www.OPENinitiative.org or 1-877-782-0185 for additional information and to begin the registration process for the Director, Lead Teacher(s), and all known teaching staff that will be providing direct educational services to the new licensed slots. Any applicable Director or educational staff hired after the award of the grant shall become registered with PARS within 30 days of their first date of employment.

a. The contractor shall ensure that training and education for registered individuals is updated with PARS on a continuing basis throughout the life of the contract. The state

agency will verify training, professional development, and education of staff through PARS.

2.9 Child Care Centers and Group Homes must employ a Center Director. The Center Director must meet the Center Director requirements of the Missouri Department of Health and Senior Services as follows:

- a. Up to 20 Children – Thirty (30) college semester hours, with six (6) of the thirty (30) hours in child-related courses; or twelve (12) months' experience with six (6) college semester hours in child-related courses; or a CDA credential.
- b. 21-60 Children – 60 college semester hours with 12 of the 60 hours in child-related courses; **OR** 24 months' experience and 12 college semester hours in child-related courses.
- c. 61-99 Children – 90 college semester hours with 18 of the 90 hours in child-related courses; **OR** 36 months' experience and 18 college semester hours in child-related courses.
- d. 100 or More Children – 120 college semester hours with 24 of the 120 hours in child-related courses; 6 of the 24 college semester hours may include courses in business or management; **OR** 4 years' experience and 24 college semester hours in child-related courses; 6 of the 24 college semester hours may include courses in business or management.

2.10 The contractor must notify the state agency within 2 working days if the Center Director leaves their position.

- a. The contractor must provide the state agency with documentation of the new Center Director's credentials, education, etc. within two (2) and FCSR results within 60 working days of their first day of employment at the facility.

2.11 Child Care Centers or Group Homes that have classrooms with more than four (4) infants/toddlers enrolled on a fulltime basis must employ a designated Lead Teacher. The Lead Teacher must meet the Lead Teacher requirements set by the Missouri Department of Elementary and Secondary Education by possessing an Early Childhood Teacher Certification, an Early Childhood Special Education Teacher Certificate, or holding a 4-year college degree in Child Development. Lead Teachers must meet this requirement on the first day that they enter the classroom in this capacity.

- a. Lead Teachers are responsible for one or multiple classrooms, supervision and training of teachers and teachers' assistants, ensuring the chosen curriculum is fully implemented in the classroom, and that lesson plans meet the developmental needs of the children. Additionally, the Lead Teacher supervises communication with parents regarding child concerns and may conduct home visits and/or parent conferences. The Lead Teacher maintains records of classroom activities, maintains compliance with licensing rules, and sets up classrooms to meet the changing developmental needs of the children to ensure a safe, clean, and pleasant environment.

2.12 Family Home owners/directors must obtain an education level of 2 or above on Missouri's Education Matrix for Early Childhood within two (2) years of the effective date of the contract. Information can be found at www.OPENinitiative.org or by calling 1-877-782-0185.

2.13 The contractor may utilize this funding for Education and Professional Development of staff that provides direct educational services to the new licensed slots, to include travel-related expenses. Education and Professional Development may include curriculum/philosophy training, CDA (Child Development Associate) training, college credit courses in Early Childhood, college credit courses through T.E.A.C.H. Early Childhood® MISSOURI, early childhood conferences, state agency required meetings, etc. (T.E.A.C.H. information can be found at www.moccrn.org.)

a. Funding from this grant can be used for Professional Development activities as long as the activities are appropriate to develop the skills for those serving children age birth through 24 months.

2.14 The Director, Lead Teachers, and Family Home owner/director must complete the 9-hour Child Care Orientation Training (CCOT) (consisting of three 3-hour modules) within one year from the contract award date unless they can document that they completed the training in the 12 months prior to the contract award date. This requirement may be waived at the discretion of the state agency if the individual can document they are a current CCOT curriculum trainer. These modules are:

- Developmentally Appropriate Practices I: Child Development
- Recognizing and Reporting Child Abuse and Neglect; and
- Health, Environmental Safety, and Sanitation.

a. Any new Director or Lead Teacher(s) hired during the duration of the contract must complete CCOT training within (6) six months of the date of hire.

b. The contractor should contact the Missouri Child Care Resource and Referral Network at www.moccrn.org for information about this training.

2.15 The Director, Lead Teachers, and Family Home owner/director must complete the 6-hour Infant/Toddler Child Care Orientation Training that specifically targets providers who care for children from birth through age 3 years and builds on the information learned in the basic 9-hour CCOT within one year from the contract award date unless they can document that they completed the training in the 12 months prior to the contract award date. This requirement may be waived at the discretion of the state agency if the individual can document they are a current Infant/Toddler CCOT curriculum trainer.

a. Any new Director or Lead Teacher(s) hired during the duration of the contract must complete the CCOT and Infant/Toddler CCOT within six months of the date of hire.

b. The contractor should contact the Missouri Child Care Resource and Referral Network at www.moccrn.org for information about this training.

2.16 The Director, Lead Teachers, and Family Home owner/director must complete the 9-hour Providers Advance through Continuing Education (PACE) Training (consisting of three 3-hour

modules) within one year from the contract award date unless they can document that they completed the training in the 12 months prior to the contract award date. This requirement may be waived at the discretion of the state agency if the individual can document they are a current PACE curriculum trainer. These modules are:

- Developmentally Appropriate Practices II: From Theory to Practice
- Preventing Child Abuse by Strengthening Families, and
- Safety Issues for Group Care

a. Any new Director or Lead Teacher(s) hired during the duration of the contract must complete PACE training within (6) six months of the date of hire.

2.17 Within six (6) months of the award date if an Expansion or within six (6) months of becoming licensed if a Start Up, the contractor's designated representative shall complete Subsidy Orientation Training unless the contractor can provide documentation to the state agency that this training has been completed by contractor personnel approved by the state agency within the 12 months prior to the grant award.

a. Any replacement of the designated representative must attend Subsidy Orientation Training within 90 days of the date of hire or designation unless they can document that they completed the training in the 12 months prior to the hire or designation date.

b. Additional information regarding Subsidy Orientation Training availability in the contractor's area can be found at www.dss.mo.gov/cd/early/educare.htm or by contacting the state agency's Educare Coordinator at 573-526-9587.

2.18 The contractor must utilize one of the following infant/toddler curricula/philosophies. Utilization includes being fully trained in and implementation of the curriculum/philosophy in the child care program.

- Creative Curriculum (infant/toddler): www.teachingstrategies.com
- High/Scope (infant/toddler): www.highscope.com
- WestEd (PITC): www.wested.org
- Montessori (infant/toddler): www.montessori.edu
- Emotional Beginnings (infant/toddler): www.howtoreadyourbaby.com
- Reggio Emilia (infant/toddler): www.zerosei.comune.re.it/inter/reggiochildren.htm

a. All curriculum and/or philosophy training and materials must be provided directly by the owners of the curriculum/philosophy or their designated representative. If the contractor is not trained in the implementation and delivery of the selected curriculum and/or philosophy prior to this grant, funding from this grant may be used to obtain training and materials.

b. The contractor shall become trained in and implement the curriculum/philosophy within one (1) year of the effective date of the licensure or licensure revision.

1) At a minimum, the Director, Lead Teachers, and Family Home Owner/Director must be trained in the selected curriculum. Any new Director or Lead Teacher(s) hired after the start of the third year of the contract must be trained in the curriculum within six (6) months of the hire date.

2.19 The contractor must be in good standing with the Missouri Department of Health and Senior Services, Section for Child Care Regulation.

a. If the Missouri Department of Health and Senior Services, Section for Child Care Regulation initiates an investigation or takes disciplinary action against the contractor during the term of the contract, the contractor must notify the state agency within two (2) working days.

2.20 If the contractor has or has had a Missouri Preschool Project (MPP) grant within the past five (5) years, the contractor must be in good standing with the Missouri Department of Elementary and Secondary Education.

2.21 The funding from the Missouri Child Care Grant cannot be utilized to create the same child care slots funded by other State of Missouri grants, to include, but not limited to, Early Head Start and Community Partnership Start Up and Expansion grants.

2.22 The contractor shall participate in the Strengthening Families through Early Care and Education Initiative and incorporate the philosophy of Strengthening Families into their child care program in order to increase parental involvement and family strengths. More information on this approach can be found at www.strengtheningfamilies.net.

a. The contractor's child care program shall include strategies and methods for increasing parental involvement and family strengths to include but not be limited to the following:

- Friendships and mutual supports with other families,
- Strengthening parenting skills within families,
- Responding to family crises,
- Linking families to services and opportunities in their community to meet the families' needs, and
- Facilitating children's social and emotional development.

b. Within 180 days of licensure or license revision, the contractor shall complete and submit to the technical assistance provider a Strengthening Families self-assessment, as provided by the state agency at time of award.

c. Within 180 days of each contract renewal date, the contractor shall review and update the Strengthening Families self-assessment that was submitted during the previous contract year and submit a copy of the updated self-assessment to the technical assistance provider.

2.23 The contractor, or the contractor's staff, shall report any suspected instances of child abuse or neglect to the **Child Abuse/Neglect Hotline** at **1-800-392-3738** pursuant to state law (Section 210.115 RSMo). Failure to comply with this paragraph shall be cause for suspension or immediate cancellation of the contract.

2.24 For construction purposes, the contractor shall only utilize this funding for minor remodeling to meet licensing, Americans with Disabilities Act (ADA), or accreditation requirements. The contractor shall not use this funding to construct outside walls or a new building. In addition, the contractor shall not rent/lease or purchase a building or land with these funds. However, the

contractor may perform minor land improvements, such as, but not limited to, fencing, playground surface materials, Americans with Disabilities Act (ADA) compliance, etc.

2.25 The contractor shall not utilize more than 5% of the funding from this grant for administrative costs including office equipment, supplies, advertising, and salaries for staff not providing direct educational services to the children proposed to be served with this funding.

a. The contractor may utilize this funding to provide or supplement salaries or benefits for directors, teachers, teachers' assistants, or any other staff who provide direct educational services to the children proposed to be served with this funding.

b. Computers are considered to be an administrative item and may be purchased as long as the total administrative costs do not exceed 5% of the total funding.

2.26 The contractor cannot utilize this funding to purchase materials, supplies, or equipment as follows:

- Televisions
- VCR/DVD players
- Vehicles
- Meals or snacks for the child care program

2.27 The contractor shall maintain a master list of items purchased with funds from this grant that includes a descriptive name of the item, serial number (if applicable), date of purchase, and purchase price. This includes furniture, playground equipment, and electronic equipment, as well as other items with an individual cost exceeding \$100.00.

2.28 The contractor shall register with the Missouri Child Care Resource and Referral Network (MOCCRRN) within 30 days of award if expanding or of licensure if starting up a facility. Registration and participation must be maintained throughout the life of the contract. Information on MOCCRRN may be found at www.mocccrrn.org or at 1-800-200-9017.

2.29 The contractor must participate in the Child and Adult Care Food Program (CACFP) with the Missouri Department of Health and Senior Services (DHSS). Information about this program can be found at www.dhss.mo.gov/cacfp/index.html or by calling 1-800-733-6251.

a. If starting a new facility, the contractor must apply for CACFP within 30 days of becoming licensed. If expanding, the contractor must apply for CACFP within 30 days of the award of the contract.

b. In the event DHSS determines the contractor to be ineligible for CACFP, the contractor must provide documentation of ineligibility to the state agency.

2.30 The contractor shall pursue accreditation through an early childhood accrediting agency recognized by the Missouri Department of Social Services. Those agencies are as follows:

- National Association for the Education of Young Children (NAEYC) www.naeyc.org
- Missouri Accreditation (MOA) www.moaccreditation.org
- National Association for Family Child Care (NAFCC) www.nafcc.org

- National Early Childhood Program Accreditation (NECPA) www.necpa.net
- Council on Accreditation (COA) www.coanet.org
- Commission on Accreditation of Rehabilitation Facilities (CARF) www.carf.org

a. Within the 30 days prior to the end of the third year of this grant, if not earlier, the contractor must be engaged in the self-study process for accreditation. The contractor should contact their local Accreditation Facilitation provider, which can be found at www.moccrn.org, for assistance with becoming accredited

b. By the end of the fourth (non-funded) year, the contractor must achieve accreditation.

2.31 The contractor shall attend two (2) meetings annually as specified by the state agency. If possible, the state agency shall notify the contractor a minimum of thirty (30) days prior to each meeting.

a. The contractor must maintain an active E-mail account so that the state agency can communicate with the contractor regarding these meetings and other grant-related matters.

1) The contractor must notify the state agency within two (2) working days if their e-mail address changes.

2.32 Contracts will be awarded for one (1) year with the possibility of being renewed for up to three (3) additional consecutive years. The contractor shall agree and understand that the final fourth year of the contract shall not be funded. Renewal is dependent upon the contractor meeting all contractual requirements and appropriation of funding.

2.33 The contractor shall remain operational and provide child care services at the same or higher licensed capacity as established for the child care Start Up and Expansion grant throughout the duration of the contract, including the fourth non-funded year. The contractor shall provide these child care services during the final year of the contract without additional funding from the state agency.

2.34 The contractor shall utilize and cooperate with the technical assistance provider specified by the state agency to assist the contractor in successfully operating their child care program. At a minimum, the contractor shall meet with their specified technical assistance provider one time per month, with other meetings being mutually agreed to and arranged on an as-needed basis, for a minimum of three (3) total hours of technical assistance per month.

a. Multiple entities are contracted by the state agency to provide various services to child care programs, including Start Up and Expansion contractors. Many of the services provided by these entities have similar emphasis on training, technical assistance, assessments, etc., possibly resulting in duplication of services being provided by multiple state agency contracted entities. To avoid this duplication of service, the Start Up and Expansion grantee must advise all state agency contracted entities with which they are working of the services that are being provided by other state agency contracted entities. Examples of state agency contracted entities are:

- Resource and Referral Agencies

- Educare Providers
- Community Partnerships
- Accreditation Facilitation Providers

2.35 The contractor shall collaborate with other community agencies to facilitate and improve the quality of care of the children they serve. This should include improvement in the overall well-being of the children's families and increase in parental capacity to care for their child(ren) in their own home.

2.36 The contractor shall know and understand that funding from this grant shall be utilized to supplement or support, in part, a child care program. The contractor must work toward financial sustainability within the first 3 years of the contract by securing additional funding sources. The contractor's program **must** include some form of parental fees as a form of financial program support.

2.37 The contractor shall allow reasonable and timely monitoring by state agency personnel or its designees at any time without previous notification and shall make available such records as may be requested for examination. The contractor shall participate and cooperate in such monitoring. The contractor shall require appropriate identification and/or documentation of authority of all monitoring personnel.

a. In the event of non-compliance, the contractor must, within thirty (30) calendar days of notification, either correct the non-compliance or, if unable to immediately correct the non-compliance, develop a Corrective Action Plan that includes specific steps and timetables that have been approved by the state agency.

b. In the event the contractor remains non-compliant with the requirements of the contract after six (6) months on a Corrective Action Plan, the state agency may terminate the contract.

2.38 The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by the state agency.

a. The contractor shall make all such financial and accounting records, books, and other documents relevant to the contract available at all reasonable times and in a format acceptable to the state agency and/or its designees and/or the Missouri State Auditor during the term of the contract and for five (5) years from the date of final payment on the contract or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit, or other actions involving the records has been started before the expiration of the retention period, the contractor shall retain such records until completion of the action and resolution of all issues that arise from it.

b. The contractor shall permit governmental auditors and/or authorized representatives of the State of Missouri to have access, for the purpose of audit or examination, to any of the contractor's books, documents, papers, and/or records recording receipts and disbursements of any of the funds paid to the contractor. The contractor further agrees that any audit exception noted by governmental auditors shall not be paid by the state agency and shall be the sole responsibility of the contractor, provided that the contractor

may contest any such exception by any legal procedure it deems appropriate and that the state agency will pay the contractor all amounts to which it may ultimately be held entitled to receive as a result of any such legal action.

2.39 Upon contract award, the contractor shall provide the state agency with documentation from the following.

- a. The appropriate regional zoning entity indicating that the property has been approved to be used as a child care facility and that all construction-related plans are approved (construction/work permit),
- b. The DHSS Licensing Specialist indicating that the plans have been reviewed/accepted, and
- c. The state fire marshal indicating that the plans have been reviewed/accepted.

2.40 On an annual basis within thirty (30) days following the end of the contract year and/or upon request by the state agency, the contractor must demonstrate financial and programmatic accountability by submitting the following:

- a. A final expenditure report.
- b. A copy of an annual financial review, conducted by a Certified Public Accountant (CPA), that encompasses the services required herein.
- c. A check to repay to the state agency all amounts received from this grant during each fiscal year for any purchases or expenditures that are not adequately verified and fully documented by contractor's records.

2.41 On a quarterly basis and upon request by the state agency, the contractor must submit self-evaluation information, in the form of a quarterly report as provided by the state agency. The report should include but not be limited to the following information:

- The contractor's progress towards achieving the goals indicated in the contract.
- Identification of any changes to the original plan.
- Success of the contractor's program (e.g., increase in capacity, quality, professional development for staff, parental participation etc.).
- Community and/or partnership involvement.
- Compliance with the requirements for developmental screening and immunizations.
- Other areas as determined by the state agency.

2.42 In the event the state agency chooses not to renew the contract for reasons other than non-compliance, the contractor is no longer obligated to perform per the requirements of the contract.

Funding Allocations

3.1 Competitive grants are available for amounts varying from \$30,000 to \$120,000 for child care providers that are Starting Up or Expanding a child care program serving children age birth through 24 months.

3.2 The total amount of funding available for start up or expansion of a child care facility and technical assistance is dependent upon appropriation.

a. The total amount of funding available may be influenced by new legislation in regard to that funding and fluctuations in riverboat attendance and entrance fees.

3.3 After determining that an application satisfies the mandatory requirements stated in the Request for Application, the Department of Social Services, Children's Division, Early Childhood and Prevention Services Section shall convene a panel of a minimum of three (3) persons qualified in the Early Childhood field who will use both objective analysis and subjective judgment to conduct a comparative assessment of the applications in accordance with the evaluation criteria stated below:

- Cost per Child - 15 points
- Budget/Funding Plan - 15 points
- Program Description - 25 points
- Child Development Plan - 20 points
- Collaboration - 5 points
- Professional Development -10 points
- Personnel Expertise - 10 points

3.4 Separate evaluations shall be conducted for Family Child Care Homes, Group Homes, and Child Care Centers.

3.5 The state agency anticipates making multiple awards, based on the amount of funds available. However, the state agency may award to one (1) or all categories.

3.6 The applicant shall know and understand that all information concerning the evaluation of the applications submitted in response to this RFA is considered confidential and the state agency shall not provide any information concerning the status of the evaluation or any specific application until such time as award(s) has/have been made or the RFA has been cancelled.

a. At such time as award(s) has/have been made or the RFA is cancelled, all applications submitted in response to the RFA and/or evaluation information shall become public information and available for viewing.

b. In the event an application is determined to be Non-Responsive, the state agency shall notify the applicant prior to contract award that the application has been rejected from consideration and the reason such action was taken.

3.7 Prior to any payments becoming due per the contract, the contractor must submit or must have already submitted a properly completed State Vendor ACH/EFT Application, since the State of Missouri intends to make contract payments through Electronic Funds Transfer.

a. If not already submitted, the contractor should obtain a copy of the State Vendor ACH/EFT Application and completion instructions from the Internet at www.oa.mo.gov/purch/vendorinfo/vendorach.pdf.

b. 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 Payment Web site at www.vendorpay.oa.mo.gov.

3.8 Invoicing – The contractor must provide quarterly invoices to the state agency in accordance with the following:

- The contractor must provide a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT (Electronic Fund Transfer) addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted.
- The invoice will be submitted quarterly for 25% of the awarded annual total amount stated on the Pricing Page.
- The contractor shall utilize the invoice provided by the state agency upon contract award.
- Along with the invoice, the contractor must submit all required reports.

3.9 Payments - Upon the state agency's approval of the quarterly invoice, the contractor shall be paid in accordance with 25% of the awarded annual total amount stated on the Pricing Page.

a. No payments will be made until the state agency receives documentation that the property has been approved to be used as a child care facility and that all construction-related plans have been approved as specified herein.

b. No payments will be made to the contractor participating in a Corrective Action Plan until the contractor corrects the non-compliance.

c. Funds awarded to the contractor for a contract year that have not been billed or paid due to non-compliance or failure to submit required documentation or complete a Corrective Action Plan shall be non-binding when the contract year ends.

d. Any funds paid by the state agency to the contractor during a contract year that are not expended by the last day of that contract year shall be considered "carryover" and will be subtracted from the contractor's payments for the following contract year. If the contractor has carryover funds at the end of the third contract year, the carryover funds must be refunded to the state agency by the contractor no later than 30 days after the end of that contract year.

3.10 Recoupment – If this contract is terminated due to the contractor's failure to comply with the terms of the contract, the state agency may recoup all funds paid to the contractor under this contract that have not already been expended. The contractor shall be liable for liquidated

damages, and the state agency may, at its discretion, demand full reimbursement of all funds paid over to the contractor pursuant to this contract.

Contractual Requirements

4.1 Any change in 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 representatives of the contractor and the state agency. The contractor expressly and explicitly understands and agrees that no other method and/or document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment to the contract.

a. The price quoted by the contractor shall be fixed for the contract period. The contract may not be amended to provide for increased compensation to the contractor for identical services or terminated or canceled and a new contract issued at a higher price during the same contract period specified in the original contract.

b. With written approval of the state agency, the contractor may transfer funding between program budget categories. The contractor must request approval for such transfers from the state agency by submitting a Budget Revision form as provided by the state agency. The contractor should not consider the transfers to be in effect until written notification of approval for such has been received from the state agency.

4.2 The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulation.

4.3 The contract between the state agency and the contractor shall consist of the RFA and the application submitted by the contractor. However, the state agency reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor, and such written clarification shall govern in case of conflict with the applicable requirements. The contractor is cautioned that his/her grant application shall be subject to acceptance by the state agency without further clarification.

4.4 The original contract period (Year 1) shall be as stated in the Notice of Grant Award. (Year 1 contract period is anticipated to be August 1, 2009 through June 30, 2010.) The contract shall not bind or purport to bind the state agency for any contractual commitment in excess of the original contract period (Year 1). The state agency shall have the right, at its sole option, to renew the contract for three (3) additional consecutive one-year periods or a portion thereof.

a. In the event that the state agency exercises its options, all terms, conditions, and provisions of the original contract agreement shall remain the same and apply during the extension period, that is, the subsequently awarded renewal years.

b. If the options to renew the contract are exercised, the contractor shall agree that the prices stated for subsequent one-year contract periods shall not exceed the amounts stated for Year 2 (Maximum of 75% of Year 1), Year 3 (Maximum of 50% of Year 1), and Year 4 (no funding) on the Amount Requested page of the Grant

Application. Prices for Year 2 and Year 3 must be stated on the Amount Requested page or the application will be considered Non-Responsive and not be considered for award.

4.5 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 employees of the state agency or the Missouri Department of Social Services. 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 agency and the Missouri Department of Social Services, 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.

4.6 The contractor shall agree and understand that all training programs, reports, materials, documentation, etc. that are developed or acquired by the contractor as a requirement of the contract shall become the property of the State of Missouri, which shall include all rights and interests for present and future use or sale as deemed appropriate by the state agency.

a. The State of Missouri understands and agrees that any ancillary software tools or pre-printed materials (e.g., project management software tools or training tools, etc.) developed or acquired by the contractor that may be necessary to perform a particular service required hereunder but not required as a specific deliverable of the contract shall remain the property of the contractor. However, the contractor shall be responsible for ensuring such tools and materials are being used in accordance with the applicable intellectual property rights and copyrights.

b. The contractor shall further agree that no reports, documentation, or material prepared, including the program(s) developed as required by the contract, shall be used or marketed by the contractor or released to the public without the prior written consent of the state agency.

c. The contractor shall agree and understand that all discussions with the contractor and information gained by the contractor as a result of the contractor's performance under the contract shall be confidential.

4.7 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 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. 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. 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. The contractor must obtain acknowledgement from the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The contractor should provide a copy of the original application and contract to any subcontractors for the products/services described herein.

4.8 Business Compliance – The applicant must be in compliance with the laws regarding conducting business in the State of Missouri. The applicant certifies by signing the signature page of this original document and any amendment signature page(s) that the applicant and any proposed subcontractors are presently in compliance with such laws. The applicant shall provide documentation of compliance upon request by the agency. The compliance to conduct business in the state shall include, but not necessarily be limited to:

- Registration of business name (if applicable)
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions, occupations, activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

4.9 Grantees currently licensed or inspected by the Department of Health and Senior Services, Section for Child Care Regulation must be in compliance with rules regarding background screenings through the Family Care Safety Registry (FCSR). Grantees not currently registered must become registered with the FCSR and meet the background screening requirements for registration. Grantees must be registered with the FCSR prior to receiving funding under the terms of this contract.

4.10 All parties agree to comply with the 1964 Civil Rights Act, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Omnibus Reconciliation Act of 1981, as amended; the American's with Disabilities Act of 1990, as amended; and all other applicable Federal and State laws which prohibit discrimination in employment and delivery of services on the basis of race, color, national origin, age, sex, handicap, disability, or religious belief.

4.11 The contractor shall be solely responsible for any personal injury or property damage, liability, losses, costs, or expenses proximately caused by or resulting from the negligent acts or omissions of the contractor or any of its officers, employees, subcontractors, or representatives in the performance of this agreement. The State of Missouri shall be solely responsible for any personal injury or property damage, liability, losses, costs, or expenses proximately caused by or resulting from the negligent acts or omissions of the State of Missouri or any of its officers or employees in the performance of this agreement. Nothing in this agreement will be deemed to constitute a waiver of the sovereign immunity of the State of Missouri.

4.12 All contractor employees, officers, subcontractors, and representatives shall maintain and preserve the confidentiality of information and documentation as is required pursuant to State law and state agency regulations. The State of Missouri reserves the right to require that all contractor employees, officers, subcontractors, and representatives execute a separate, detailed confidentiality agreement.

4.13 The contractor acknowledges and certifies that the contractor is currently in compliance with and shall continue to comply with Title 31 of the United States Code, as amended, as well as all other applicable Federal and State laws and regulations addressing lobbying and political contributions.

4.14 Pursuant to Article VII, Section 6, of the Constitution of the State of Missouri, as well as all other applicable Federal and State laws and regulations, the contractor acknowledges and agrees that the money provided by the State of Missouri pursuant to this agreement shall not be used to promote or further nepotism.

4.15 Termination of this agreement may occur prior to the date agreed upon by the parties herein in the following manner:

a. In the event funds from local, State, and Federal sources are not obtained and continued at an aggregate level sufficient to allow for the performance of this agreement, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

b. Either party, at any time, may, without cause and upon thirty (30) days' written notice, terminate this agreement. The contractor must repay all funds received from this grant if they choose to terminate the contract prior to the final expiration.

c. Either party, at any time, may, for cause related to adequacy of performance, terminate this agreement immediately upon receipt of written notice. If the contract is terminated due to inadequate performance of the contractor, the contractor shall repay all funds received from this grant.

4.16 Any written notice of agreement to termination shall be sent by certified mail, first class, and postage paid to the state agency as follows and to the contractor at its last known address:

Missouri Department of Social Services
Children's Division
Attn: Contract Management Unit
P O Box 88
Jefferson City MO 65103-0088

4.17 The contractor certifies, by submitting an application, that neither it nor its principals are presently debarred, suspended, proposed for debarment, or declared to be ineligible for or voluntarily excluded from participation in this transaction by any Federal department or agency.

4.18 The contractor understands and agrees that by submitting an application, the contractor certifies the following:

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 laws of the 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.

c. The contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

4.19 The Internal Revenue Service requires the state agency to obtain and maintain the correct Taxpayer Identification Number for each contractor. Therefore, the contractor must complete and sign a "Request for Taxpayer Identification Number and Certification" form W-9 and submit it to the state agency upon contract award. The contractor must submit proof of the Taxpayer Identification Number along with the W-9. Acceptable forms of proof of your Tax Identification Number are: copy of the contractor's Social Security card or a copy of current correspondence the contractor received from the IRS with the contractor's Taxpayer Identification Number pre-printed on the correspondence. The contractor understands that it is their responsibility to submit a new W-9 each time the contractor's Taxpayer Identification Number changes during the contract. The W-9 form can be found on the IRS Web site at www.irs.gov/pub/irs-pdf/fw9.pdf.

Request for Application

Terms and Conditions

1. **TERMINOLOGY/DEFINITIONS:** Whenever the following words and expressions appear in a Request for Application (RFA) document or any amendment thereto, the definition or meaning described below shall apply.
 - a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Department of Social Services (DSS)**. The agency is also responsible for payment.
 - b. **Amendment** means a written, official modification to an RFA or to a contract.
 - c. **Attachment** applies to all forms which are included with an RFA to incorporate any informational data or requirements related to the performance requirements and/or specifications.
 - d. **Application Target Date and Time** and similar expressions mean the deadline required by the RFA for the receipt of applications.
 - e. **Applicant** means the person or organization that responds to an RFA by submitting an application with prices to provide the equipment, supplies, and/or services as required in the RFA document.
 - f. **Buyer** means the procurement staff member of the DSS. The **Contact Person** as referenced herein is usually the Buyer.
 - g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
 - h. **Contractor** means a person or organization that is a successful applicant as a result of an RFA and that enters into a contract.
 - i. **Exhibit** applies to forms that are included with a RFA for the applicant to complete and submit with the application prior to the specified target date and time.
 - j. **Request for Application (RFA)** means the solicitation document issued by the DSS to potential applicants for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
 - k. **May** means that a certain feature, component, or action is permissible but not required.
 - l. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in an application being considered non-responsive.
 - m. **Pricing Page(s)** applies to the form(s) on which the applicant must state the price(s) applicable for the equipment, supplies, and/or services required in the RFA. The pricing pages must be completed and submitted by the applicant with the application prior to the specified application target date and time.
 - n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature that govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing purchasing.

- o. **Shall** has the same meaning as the word must.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. **APPLICABLE LAWS AND REGULATIONS**

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

3. **OPEN COMPETITION/REQUEST FOR APPLICATION DOCUMENT**

- a. It shall be the applicant's responsibility to ask questions, request changes or clarification, or otherwise advise the DSS if any language, specifications or requirements of an RFA appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFA to a single source. Any and all communication from applicants regarding specifications, requirements, competitive application process, etc., must be directed to the buyer from the DSS, unless the RFA specifically refers the applicant to another contact. Such communication should be received at least five (5) calendar days prior to the official application target date.
- b. Every attempt shall be made to ensure that the applicant receives an adequate and prompt response. However, in order to maintain a fair and equitable application process, all applicants will be advised, via the issuance of an amendment to the RFA, of any relevant or pertinent information related to the procurement. Therefore, applicants are advised that unless specified elsewhere in the RFA, any questions received less than five (5) calendar days prior to the RFA submission date and time may not be answered.
- c. Applicants are cautioned that the only official position of the State of Missouri is that which is issued by the DSS in the RFA or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DSS monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among applicants, price-fixing by applicants, or any other anti-competitive conduct by applicants that appears to violate state and federal anti-trust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The DSS reserves the right to officially amend or cancel an RFA after issuance.

4. PREPARATION OF APPLICATIONS

- a. Applicants **must** examine the entire RFA carefully. Failure to do so shall be at applicant's risk.
- b. Unless otherwise specifically stated in the RFA, all specifications and requirements constitute minimum requirements. All applications must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFA, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The applicant may offer any brand that meets or exceeds the specification for any item but must state the manufacturer's name and model number for any such brands in the application. In addition, the applicant shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Applications which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Applications lacking any indication of intent to apply with an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFA.
- e. In the event that the applicant is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFA, such an applicant may submit an application that contains a list of statutory limitations and identification of those prohibitive clauses that will be modified via a clarification conference between the DSS and the applicant, if such applicant is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFA. Any such applicant needs to include in the application a complete list of statutory references and citations for each provision of the RFA that is affected by this paragraph.
- f. All equipment and supplies offered in an application must be new, of current production, and available for marketing by the manufacturer unless the RFA clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFA.
- h. Prices stated in the application shall remain valid for 90 days from application target date unless otherwise indicated. If the application is accepted, prices shall be firm for the specified contract period.

5. SUBMISSION OF APPLICATIONS

- a. Applications may be submitted by a hard copy delivered to the DSS office or via electronic application. All applications must (1) be submitted by a duly authorized representative of the applicant's organization, (2) contain all information required by the RFA, and (3) be priced as required. Delivered or electronic applications should be received in the DSS office prior to the target time and date specified in the RFA.
- b. The envelope or container containing an application should be clearly marked on the outside with (1) the official title of the RFA and (2) the official target date and time. Different applications should not be placed in the same envelope, although copies of the same application may be placed in the same envelope.

- c. An application that has been delivered to the DSS office may be modified by a signed, written notice that has been received by the DSS prior to the official target date and time specified. An application may also be modified in person by the applicant or its authorized representative provided proper identification is presented before the official target date and time. Telephone or telegraphic requests to modify an application shall not be honored.
- d. An application that has been delivered to the DSS office may only be withdrawn by a signed, written notice or facsimile that has been received by the DSS prior to the official target date and time specified. An application may also be withdrawn in person by the applicant or its authorized representative provided proper identification is presented before the official target date and time. Telephonic or telegraphic requests to withdraw an application shall not be honored.
- e. Applicants delivering a hard copy application to DSS must sign and return the RFA cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the applicant of all RFA terms and conditions. Failure to do so may result in rejection of the application unless the applicant's full compliance with those documents is indicated elsewhere within the applicant's response.

6. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the applicant and request clarification of the intended application. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are (1) misplacement of a decimal point and (2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an applicant shall be subject to evaluation if deemed by the DSS to be in the best interest of the State of Missouri.
- c. The applicant is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFA, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the applicant whose application (1) complies with all mandatory specifications and requirements of the RFA and (2) is the lowest and best application, considering price, responsibility of the applicant, and all other evaluation criteria specified in the RFA and (3) complies with Sections 34.030 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all applicants fail to meet the same mandatory requirement in an RFA, DSS reserves the right, at its sole discretion, to waive that requirement for all applicants and to proceed with the evaluation. In addition, the DSS reserves the right to waive any minor irregularity or technicality found in any individual application.
- f. The DSS reserves the right to reject any and all applications.
- g. When evaluating an application, the State of Missouri reserves the right to consider relevant information and fact, whether gained from an application, from an applicant, from applicant's references, or from any other source.
- h. Any information submitted with the application, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of an application and the award of a contract.

- i. Any award of a contract shall be made by notification from the DSS to the successful applicant. The DSS reserves the right to make awards by item, group of items, or an all-or-none basis. The grouping of items awarded shall be determined by DSS based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All applications and associated documentation that were submitted on or before the official target date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of applications.
- k. The DSS maintains copies of all application file material for review. Applicants who include an e-mail address with their application will be notified of award results via e-mail.
- l. The DSS reserves the right to request clarification of any portion of the applicant's response in order to verify the intent of the applicant. The applicant is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any application award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- n. The final determination of contract award(s) shall be made by DSS.

7. CONTRACT/PURCHASE ORDER

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

8. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice

must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.

- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DSS.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFA.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.

9. DELIVERY

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

10. INSPECTION AND ACCEPTANCE

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

11. WARRANTY

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

12. CONFLICT OF INTEREST

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

13. REMEDIES AND RIGHTS

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

14. CANCELLATION OF CONTRACT

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

15. COMMUNICATIONS AND NOTICES

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

16. BANKRUPTCY OR INSOLVENCY

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

17. INVENTIONS, PATENTS AND COPYRIGHTS

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

18. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- a. In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:
 1. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
 2. The identification of a person designated to handle affirmative action;
 3. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
 4. The exclusion of discrimination from all collective bargaining agreements; and
 5. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
- b. If discrimination by a contractor is found to exist, the DSS shall take appropriate enforcement action, which may include but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DSS until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

19. AMERICANS WITH DISABILITIES ACT

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

20. FILING AND PAYMENT OF TAXES

- a. The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the

purpose of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore, applicant's failure to maintain compliance with chapter 144, RSMo may eliminate their application from consideration for award.

21. TITLES

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

Check the box below to indicate your agreement to the requirements of the grant. If you do not agree to these requirements, you will not be allowed to register or apply for this grant.

I agree to the above requirements.
