



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

**RFP NO.: B2Z08086
TITLE: ORGAN / TISSUE DONOR REGISTRY SYSTEM
ISSUE DATE: 06/09/08**

**REQ NO.: NR 580 41030800780
BUYER: GARY EGGEN
PHONE NO.: (573) 751-2497
E-MAIL: gary.eggen@oa.mo.gov**

RETURN PROPOSAL NO LATER THAN: 07/15/08 AT 2:00 PM CENTRAL TIME

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

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

CONTRACT PERIOD: DATE OF AWARD THROUGH JUNE 30, 2011

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

**DEPARTMENT OF HEALTH AND SENIOR SERVICES
ORGAN DONOR PROGRAM
P.O. BOX 570
JEFFERSON CITY, MO 65102-0570**

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 2/15/08). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

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

CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN)	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) (NOTE: LLC IS NOT A VALID TAX FILING TYPE.)			
<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other _____			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

1. INTRODUCTION AND BACKGROUND INFORMATION

This section of the RFP includes a brief introduction and background information about the requesting agency and their program for which the requirements herein are written. The contents of this section are intended for informational purposes and do not require a response.

1.1 Introduction:

1.1.1 This document constitutes a request for sealed proposals from prospective offerors to establish a contract for the acquisition of a Missouri organ and tissue donor registry system (donor registry system) for the Missouri Department of Health and Senior Services (hereinafter referred to as “Department”, “agency” or “state agency”) located in Jefferson City, Missouri, in accordance with the requirements and provisions stated herein.

1.1.2 Organization - This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

Part 1: Introduction and Background Information

Part 2: Glossary of Common Terms and Acronyms

Part 3: General Contract Requirements and Provisions

Part 4: Functional and Technical Specifications and Requirements

Part 5: Proposal Submission Information and Requirements

Exhibit A: Cost Proposal

Exhibit B: Functional and Technical Capabilities & Contractor Support and Method of Performance

Exhibit C: Offeror Experience/Reliability and Expertise of Proposed Staff

Exhibit D: MBE/WBE Participation

Exhibit E: Certification of Debarment, Suspension, Ineligibility and Voluntary Exclusion

Exhibit F: Other Requested Information

RFP Terms and Conditions

Attachment #1: Data Items in the Organ Donor Registry Database

1.2 Pre-Proposal Conference:

1.2.1 A pre-proposal conference regarding this Request for Proposal will be held on Thursday, June 19, 2008 , at 1:00 p.m., in the Wild Pine Conference Room at the Department of Health and Senior Services, 930 Wildwood Drive, Jefferson City, Missouri.

1.2.2 Pre-Proposal Conference Agenda – The offeror should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.

1.2.3 Pre-Proposal Conference RFP Questions – All potential offerors are encouraged to attend the Pre-Proposal Conference as it will be used as the forum for questions, communications, and discussions regarding the RFP. The offeror should become familiar with the RFP and develop all questions prior to the conference in order to ask questions and otherwise participate in the public communications regarding the RFP.

a. Prior Communication – Prior to the Pre-Proposal Conference, the offeror may submit written communications and/or questions regarding the RFP to the buyer identified on page one. Such prior communication will provide the State of Missouri with insight into areas of the RFP which may be brought up for discussion during the conference and which may require clarification.

b. During the Pre-Proposal Conference, it shall be the sole responsibility of the offeror to orally address all issues previously presented to the buyer by the offeror, including any questions regarding the RFP or areas of the RFP requiring clarification.

- c. Amendment to the RFP - Any changes needed to the RFP as a result of discussions from the Pre-Proposal Conference will be accomplished as an amendment to the RFP.

1.2.4 Pre-Proposal Conference Special Accommodations - Offerors are strongly encouraged to advise the Division of Purchasing and Materials Management within five (5) working days of the scheduled pre-proposal conference of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.

1.3 Offeror's Contacts:

1.3.1 Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. The offeror may contact the Office of Supplier and Workforce Diversity (OSWD) regarding Minority Business Enterprise/Women Business Enterprise (MBE/WBE) certification or subcontracting. Offerors and their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

1.4 RFP Questions:

1.4.1 Questions and issues relating to the RFP must be directed to the buyer, Gary Eggen. It is preferred that questions be e-mailed to gary.eggen@oa.mo.gov.

1.4.2 All questions and issues should be submitted prior to ten (10) calendar days prior to the due date of the proposals. If not received prior to ten days before the proposal due date, the Division of Purchasing and Materials Management (DPMM) may not be able to fully research and consider the respective questions or issues.

1.4.3 Questions and issues necessitating requirement changes or clarifications will result in an amendment to the RFP. As a result, some questions and issues may not result in a direct response to the inquiring vendor.

1.5 Background Information:

1.5.1 The current Missouri Organ Donor Registry was established in 1995 by statute (RSMo 194.304) and became effective January 1, 1996. A card registry system was established through the Missouri Department of Revenue's Division of Motor Vehicles (DOR). The card-based registry had minimal function and was not available twenty-four hours per day/seven days a week (24/7). In 2002, an electronic registry was developed and DOR began submitting encrypted data electronically, and for the first time the registry became available 24/7 to organ and tissue procurement agencies. During the same year, a complimentary paper organ donor registry form was developed that mimicked the data being collected from DOR and gave individuals the ability to download, print and mail a hard copy in addition to registering through DOR. In 2004, a basic on-line enrollment option or portal was made available via the Internet, providing individuals a third organ donor registry portal. In 2006, a simple on-line report system was implemented for DOR. This tool helps DOR to better assess how well local offices are meeting their mandate to ask each patron if they want their name placed in the donor registry.

1.5.2 The revised Missouri registry is relevant to US Healthy People 2010's (HP 2010) overarching goals of increasing quality and years of life and eliminating health disparities. Two of the HP 2010 objectives that this effort will impact are: Objective 4.6 - increasing the proportion of patients with treated chronic kidney failure who receive a transplant within three (3) years of registration on the waiting list, and Objective 28.4 - reduce blindness and visual impairment in children and adolescents aged seventeen (17) years and under. HP 2010 goals and objectives can be viewed at www.healthypeople.gov.

- 1.5.3 For more information about the Missouri Organ Donor Program and statutes visit www.dhss.mo.gov/organdonor/. To view the current on-line registration form, visit www.missouriorgandonor.com.
- 1.5.4 The revised Missouri donor registry system will be compatible with the revised Uniform Anatomical Gift Act (UAGA). UAGA is defined in Senate Bill 1139 located at: see http://www.senate.mo.gov/08info/BTS_Web/Bill.aspx?SessionType=R&BillID=110568 . In addition, the newly developed donor registry system will be compatible with other state registries by collecting, at a minimum, the same data elements as the states of California, Utah, Oklahoma, Oregon, the District of Columbia, and all states that border Missouri. The Department views the state of California's organ and tissue donor registry as a benchmark and should be used for specifications in the development of Missouri's alpha system. The Contractor shall modify the alpha system to meet Missouri's needs outlined in this RFP and accommodate feedback provided by the Department and Consortium members.
- 1.5.5 Accessibility resources should help offerors determine the degree of conformance of their software products: Tutorial on Accessibility Standards (www.access-board.gov/sec508/software-tutorial.htm), Access Forum's Paper Tool (http://accessibilityforum.org/paper_tool.html), and a document used by a federal agency when revising products for conformance to software standards (www.tvworldwide.com/ittact/030813/Cannady_procured_software_v1.doc). The Access Forum's Paper Tool is a large document for all access standards so offerors will need to go to the software section for software standards.
- 1.5.6 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 RFP.

2. GLOSSARY OF COMMON TERMS AND ACRONYMS

This section of the RFP includes the definitions and explanation of common terms and acronyms used throughout the RFP. These definitions will govern the contract after RFP award. Response to this section by the offeror is not necessary as all provisions are mandatory and non-negotiable after bid opening.

2.1 Definitions: The following definitions shall apply throughout this document:

- 2.1.1 **Acceptance Testing** shall mean that the proposed product shall be tested to ensure that it meets and/or exceeds the mandatory technical and performance specifications described herein.
- 2.1.2 **Alpha System:** Alpha system refers to the first draft that will be used by the Department and Consortium members to review and test for the purpose of detecting bugs and making changes to format, usability, etc.
- 2.1.3 **ANSI** shall refer to the American National Standards Institute.
- 2.1.4 **Application Program Interface (API)** shall mean the specific method prescribed by a computer operating system or by an application program by which a programmer writing an application program can make requests of the operating system or another application. The formal requests for services and means of communicating with other programs that a programmer uses in writing an application program.
- 2.1.5 **Beta System:** Beta system refers to the second and near final product that will be tested by the Department and Consortium members for the purpose of determining if bugs have been corrected, no new programming bugs have occurred, is user friendly, etc. If the beta system is approved, the system is released to the public and becomes fully operational.
- 2.1.6 **Consortium:** The Consortium is made up of representatives from Mid-America Transplant Services, Midwest Transplant Network, DOR, Heartland Lions Eye Bank, Gift of Life Kansas City, the Missouri Kidney Program, and the Department. The Consortium is responsible for guiding and overseeing planning, testing, and implementation of registry modifications and enhancements.
- 2.1.7 **CPU** shall mean any computer or computer system that is used in the State of Missouri's business to store, process, or retrieve data or perform other functions using Operating Systems and applications software as described herein.
- 2.1.8 **Critical Program Error** shall mean any Program Error, whether or not known to State of Missouri, which prohibits or significantly impairs use of the Licensed Software as set forth in the RFP.
- 2.1.9 **Customer** shall mean an individual or business of the state that receives invoices that are produced by the system.
- 2.1.10 **Documentation** shall mean the user's manuals and any other materials in any form or medium customarily provided by the contractor to the users of the donor registry system.
- 2.1.11 **Federal registry development reports** refers to the 2002 Organ Donor Registries, A Useful, but Limited, Tool report published by the US Department of Health and Human Services, Office of Inspector General and the 2002 Guidelines for Donor Registry Development Conference Report released by the US Department of Health and Human Services, Health Resources and Services Administration's Office of Special Programs in the Division of Transplantation.
- 2.1.12 **HITSP** shall mean Healthcare Information Technology Standards Panel. The Executive Summary for the Interoperability Specifications can be reviewed within the ANSI documentation found at www.ansi.org/hitsp.

- 2.1.13 **Installation Date** shall mean the date upon which the contractor migrates the donor registry system to a production environment including successful completion of the contractor's standard diagnostic test with the State of Missouri's approval of the results thereof. At the discretion of the state agency, the agency may perform additional testing of the system, which may involve demonstration the donor registry system is executable by invoking the primary function of each major component on the platform.
- 2.1.14 **Interface** shall mean the software product must have a mechanism built into the product that supports transferring data in a supported format to another software product or the product must operate as proposed when operating in conjunction with another product.
- 2.1.15 **IP Address:** Internet Protocol Address. The IP Address is a numeric address that is translated into a domain name by a domain server. Each server connected to the Internet is assigned a unique IP address.
- 2.1.16 **Maintenance** shall mean program fixes for the donor registry system for a prescribed contract annual fee.
- 2.1.17 **May** means that a certain feature, component, or action is permissible, but not required.
- 2.1.18 **Modification** shall be any improvement or change in the implemented donor registry system requested by the agency. Such modifications shall be facilitated via the Project Assessment Quotation (PAQ) process.
- 2.1.19 **Module** shall mean a collection of routines and data structures that perform a specific function of the Licensed Software.
- 2.1.20 **Must** means that a certain feature, component, or action is a mandatory condition. The offeror's proposal response shall not take exception to or conflict with the mandatory requirements of the RFP (denoted by the words "must" and "shall"). Failure to fulfill mandatory requirements shall make the offeror's proposal response to be considered unacceptable and thus may result in the proposal response no longer being given consideration in the evaluation process. The State of Missouri shall not award a noncompliant proposal.
- 2.1.21 **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, products, supplies, and/or services as required in the RFP document.
- 2.1.22 **Operating System** shall mean the control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.
- 2.1.23 **Platform** shall mean the underlying computer system on which the software application programs can run. A change in platforms shall mean that the specific hardware and Operating System combination that is described herein has changed/switched to a significantly different hardware and Operating System combinations to the extent that a different version of the donor registry system is required to execute properly in the environment established by such changed hardware and Operating System combination.
- 2.1.24 **Product** shall mean a Module, a System, or any other software-related item (which may include hardware) provided by the contractor to the State of Missouri.
- 2.1.25 **Project** shall mean the total of all software, hardware, documentation, and services to be provided by the contractor under this contract.
- 2.1.26 **Release** shall mean the distribution of a new product or new function and program fixes based on or for an existing product. Such software releases are provided to the agency at no additional cost.
- 2.1.27 **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature, which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.

- 2.1.28 **Shall** has the same meaning as the word must.
- 2.1.29 **Should** means that a certain feature, component and/or action is desirable but not mandatory. Note: meeting desirables is usually given positive consideration in the subjective evaluation.
- 2.1.30 **System** shall mean any collection or aggregation of two (2) or more Modules of the donor registry system that is designed to provide a specific functionality.
- 2.1.31 **Upgrade** shall be any improvement or change in the software that improves or alters its basic function but does not require a separate license. Upgrade shall be inclusive of all new releases. Such software upgrades shall be provided to the department at no additional cost.
- 2.1.32 **US Healthy People 2010 (HP 2010)** is a statement of national health objectives designed to identify the most significant preventable threats to health and to establish national goals to reduce these threats. HP 2010 was developed under the guidance and coordination of the US Department of Health and Human Services. HP 2010 objectives were set for the first decade of the new century. Many different people, states, communities, professional organizations, and others can use it to develop programs to improve health. HP 2010 builds on initiatives pursued over the past two decades. The 1979 Surgeon General's Report, Healthy People, and Healthy People 2000: National Health Promotion and Disease Prevention Objectives both established national health objectives and served as the basis for the development of state and community plans. Like its predecessors, HP 2010 was developed through a broad consultation process, built on the best scientific knowledge, and is designed to measure programs over time.
- 2.1.33 **Version** shall mean a separate license program based on an existing licensed program that has significant new code or new function(s). Such software versions shall be provided to the department at no additional cost.

NOTE: Please refer to the State of Missouri Terms and Conditions Section 1 at the end of this document for further definitions/terminology that applies to the RFP.

3. GENERAL CONTRACT REQUIREMENTS AND PROVISIONS

This section of the RFP includes the general contract requirements and provisions that will govern the contract after RFP award. The contents of this section include mandatory provisions that must be adhered to by the state and the contractor unless changed by a contract amendment. Response to this section by the offeror is not necessary as all provisions are mandatory and non-negotiable after bid opening.

3.1 Contract:

3.1.1 A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the DPMM's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

3.2 Contract Period / Renewal:

3.2.1 The original contract period shall be as Date of Award through June 30, 2011. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for seven (7) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

- a. In the event the Division of Purchasing and Materials Management exercises such right to renew the contract, all other terms and conditions, requirements and specifications of the contract applicable to the above-referenced services shall remain the same and apply during the renewal period(s) with the exception of price. In no event shall price increases exceed 4% of the previous year's pricing during these extension periods.
- b. The Division of Purchasing and Materials Management does not automatically exercise its option for renewal based upon the maximum percent of increase and reserves the right to offer or to request renewal of the contract at a price less than the maximum percent of increase stated.

3.3 Contract Extension:

3.3.1 In the event of an extended re-procurement effort and the contract's available renewal options have been exhausted, the DPMM reserves the right to extend the contract. If exercised, the extension shall be for a

reasonable period of time not to exceed one hundred and eighty (180) days as mutually agreed to by the state and the contractor at the same terms, conditions, provisions, and pricing in order to complete the procurement process and to transition to the new contract.

3.4 Price:

- 3.4.1 All prices shall be as indicated in Exhibit A (Cost Proposal). The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 3.4.2 Administrative costs billed to the Department shall not exceed 8% of the direct contract costs billed. Administrative costs are those associated with the management and oversight of an organization's activities. The Contractor is not required to submit supporting documentation to the Department.
- 3.4.3 The Contractor shall follow competitive procurement practices assuring all purchases are at reasonable prices.

3.5 Payments:

- 3.5.1 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor ACH/EFT Application which is downloadable from the following website: <http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFP.
- 3.5.2 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 Website at <https://www.vendorpay.oa.mo.gov>.
- 3.5.3 The State of Missouri may make advance deposits/payments for software maintenance (upgrades/new releases/technical support-type agreements) payments only.
- 3.5.4 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the state agency may withhold payment or reject invoices under this contract.
- 3.5.5 The department shall notify the contractor in writing of any intention to withhold payment of fees pursuant to this section for contractor's failure to perform in accordance with the terms and conditions of this contract. Should the state fail to provide such written notification to the contractor prior to the expiration of the current contract period, it will void the state's ability to withhold payments for products/services invoiced for that particular period. However, this in no way affects the state's ability to seek such remedy in any subsequent renewal option years should such issues persist. The contractor acknowledges and agrees that such delayed payment of invoices shall not negate obligation or liability of the contractor to perform according to the terms of this contract. Late payment fees shall not be assessed or payable for such delayed payment of invoices due to the contractor's repeated failure to meet contract requirements.
- 3.5.6 Final invoices are due within thirty (30) calendar days of the contract ending date unless otherwise stated in the contract. The state agency shall have no obligation to pay any invoice submitted after the due date.

- 3.5.7 In accordance with state policies and procedures, the contractor shall submit an invoice billed to the state agency on the contractor's original descriptive business invoice form. Uniquely identifiable invoice numbers are required to distinguish from a previously submitted invoice or bill.
- 3.5.8 If a request by the contractor for payment or reimbursement is denied, the state agency shall provide the contractor with written notice of the reason(s) for denial.
- 3.5.9 The contractor shall be paid on a monthly basis upon receipt and approval of a properly prepared invoice and monthly status and maintenance reports itemizing the deliverables performed during the month prior to the month in which an invoice is received. Invoices and reports shall be due no later than the last day of the month following the month in which services were provided during the contract period.
- 3.5.10 All invoices and reports shall be sent to:

Missouri Department of Health and Senior Services
Bureau Of Cancer and Chronic Disease Control
Attn: Missouri Organ Donor Program
920 Wildwood Drive
P.O. Box 570
Jefferson City, Mo 65102-0570

- 3.5.11 If the contractor is overpaid by the state agency, the contractor shall issue a check made payable to "DHSS-DOA-Fee Receipts" upon official notification by the state agency and shall mail the payment to:

Missouri Department of Health and Senior Services
Division of Administration
Fee Receipts
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

- 3.5.12 The contractor shall retain, and make available to the State of Missouri, all books, records, and other documents relevant to the contract for a period of three (3) years after final payment 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 three (3) year period, the contractor shall retain such records until completion of the action and resolution of all issues which arise from it, or until the end of the regular period, whichever is later. The contractor shall allow authorized representatives of the State of Missouri and federal government to inspect these records upon request.

3.6 Federal Funds Requirement:

- 3.6.1 Recipients and sub-recipients are subject to the strictures of the Medicare and Medicaid anti-kickback statute 42 USC 132a-7b(b) and shall be cognizant of the risk of criminal and administrative liability under this statute, specifically under 42 USC 1320 7b(b) Illegal remunerations which states, in part, that whoever knowingly and willfully:
- a. Solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referring (or to induce such person to refer) an individual to a person for the furnishing or arranging for the furnishing of any item or service, or
 - b. In return for purchasing, leasing, ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any goods, facility, services or item for which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty

of a felony and upon conviction thereof, shall be fined not more than \$25,000 or imprisoned for not more than five (5) years, or both.

- 3.6.2 To the greatest extent practicable, all equipment and products purchased with funds made available under this award shall be American-made.
- 3.6.3 The contractor shall understand and agree that this procurement may involve the expenditure of federal funds. Therefore, in accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:
- a. the percentage of the total costs of the program or project which will be financed with Federal money;
 - b. the dollar amount of Federal funds for the project or program; and
 - c. percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- 3.6.4 The Contractor shall understand and agree that the contract involves the use of federal funds as specified below.
- a. 50% State Funds and/or 50% Federal Funds
 - b. CFDA Title: Grants to Increase Organ Donation
 - c. CFDA Number and Federal Agency Name: 93.134 US Department of Health and Human Services Health Resources and Services Administration
 - d. Federal Award Number and Name: G2OT08396-01-00 State Donor Registry Support Program
 - e. Subject to A-133 Requirements: Yes
 - f. Research and Development: No
 - g. Federal Award Year: 2007

3.7 Liabilities:

- 3.7.1 The contractor shall agree that the State of Missouri shall not be responsible for any liability incurred by the contractor or the contractor's employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the contractor, except as otherwise provided in the contract.
- 3.7.2 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- 3.7.3 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- 3.7.4 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's

records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

3.7.5 Circumstances may arise where, because of a default on the contractor's part or other liability, the state is entitled to recover damages from the contractor. In each such instance, regardless of the basis on which the state is entitled to claim damages from the contractor, the contractor is liable only for:

- a. payments referred to in intellectual property rights and patent and copyright terms;
- b. bodily injury (including death) and damage to real property and tangible personal property;
- c. any other liabilities stated in the RFP; and
- d. software license fees paid (the software license fees paid also applies to any subcontractors and program developers).

3.8 Inventions, Patents, and Copyrights:

3.8.1 The contractor shall report to the state promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of the contract of which the contractor has knowledge.

3.8.2 The state agrees that the contractor has the right to defend or at its option to settle, and the contractor agrees to defend at its own expense or at its option to settle, any claim, suit or proceeding brought against the state on the issue of infringement of any United States patent or copyright by any product, or any part thereof, supplied by the contractor to the state under this agreement. The contractor agrees to pay, subject to the limitations hereinafter set forth in this paragraph, any final judgment entered against the state on such issue in any suit or proceeding defended by the contractor. The state agrees that the contractor at its sole option shall be relieved of the foregoing obligations unless the state notifies the contractor promptly in writing of any such claim, suit, or proceeding, and at the contractor's expense, gives the contractor proper and full information needed to settle and/or to defend any such claim, suit, or proceeding. If the product, or any part thereof, furnished by the contractor to the state becomes, or in the opinion of the contractor may become, the subject of any claim, suit, or proceeding for infringement of any United States patent or copyright, or in the event of any adjudication that such product or part infringes any United States patent or copyright, or if the use, lease, or sale of such product or part is enjoined, the contractor may, at its option and its expense: (1) procure for the state the right under such patent or copyright to use, lease, or sell as appropriate such product or part, or (2) replace such product or part with other product or part suitable to the state, or (3) suitably modify such product or part, or (4) discontinue the use of such product or part and refund the aggregated payments and transportation costs paid therefore by the state, less a reasonable sum for use and damage. The contractor shall have no liability for any infringement based upon: (1) the combination of such product or part with any other product or part not furnished to the state by the contractor, or (2) the modification of such product or part unless such modification was made by the contractor, or (3) the use of such product or part in manner for which it was not designed.

3.8.3 The contractor shall not be liable for any cost, expense, or compromise, incurred or made by the state in conjunction with any issue of infringement without the contractor's prior written authorization. The foregoing defines the entire warranty by the contractor and the exclusive remedy of the state with respect to any alleged patent infringement by such product or part.

3.8.4 If any copyrighted material is developed as a result of the contract, the state agency shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for state agency purposes or the purpose of the State of Missouri.

3.9 Insurance:

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

3.10 Business Associate Provisions:

3.10.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA) – The contractor shall agree and understand that some of the state agencies that may utilize the contractor's services are subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a "Business Associate" of any such state agency as such term is defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."

- a. The contractor shall agree and understand that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR parts 160 and 164, including, but not limited to the following:
 - 1) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
 - 2) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 164, subpart C.
 - 3) "Enforcement Rule" shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR parts 160 and 164.
 - 4) "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
 - 5) "Protected Health Information" as defined in 45 CFR 160.103, shall mean individually identifiable health information:
 - (1) Except as provided in paragraph (2) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
 - (2) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity [state agency] in its role as employer.
 - 6) "Electronic Protected Health Information" shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified above.
 - 7) Access, administrative safeguards, confidentiality, covered entity, data aggregation, designated record set, disclosure, hybrid entity, information system, physical safeguards, required by law, technical safeguards, use and workforce shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
- b. The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.
- c. If a state agency utilizing the contractor's services is subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all regulations promulgated pursuant to authority granted therein, the contractor must appropriately safeguard

Protected Health Information which the contractor receives from or creates or receives on behalf of such state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein.

- d. The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, and Enforcement Rule (hereinafter referenced as the regulations promulgated thereunder).

3.10.2 Permitted uses and disclosures of Protected Health Information:

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

3.10.3 Obligations of the contractor:

- a. The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law.
- b. The contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards may include, but shall not be limited to:
 - 1) Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract.
 - 2) Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce.
 - 3) Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- c. With respect to Electronic Protected Health Information, the contractor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency.
- d. The contractor shall require that any agent or subcontractor to whom the contractor provides any Protected Health Information received from, created by, or received by the contractor pursuant to the contract, also agrees to the same restrictions and conditions stated herein that apply to the contractor with respect to such information.

- e. By no later than ten (10) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with HIPAA and the regulations promulgated thereunder.
- f. The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency.
- g. In order to meet the requirements under 45 CFR 164.524 regarding an individual's right of access, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates
- h. At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a designated record set pursuant to 45 CFR 164.526.
- i. The contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.
- j. The contractor shall report to the state agency's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of such use or disclosure, the contractor shall provide the state agency's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures
- k. Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR part 164.

3.10.4 Obligations of the State Agency:

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

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

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

3.10.6 Breach of Contract - In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees and understands that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the contractual breach to the Secretary of the Department of Health and Human Services.

3.11 Termination:

3.11.1 The DPMM reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

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

3.11.3 In the event of cancellation of the contract for material breach, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the Contractor pursuant to the

terms of the contract shall, at the option of the state agency, become the property of the state agency, as authorized by law.

- 3.11.4 Any notice to the Contractor shall be deemed sufficient when deposited into 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.

3.12 Assignment:

- 3.12.1 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.

- 3.12.2 Consent to Assignment shall only be granted when the assignee agrees to be bound by all of the terms and conditions of this contract agreement and the assignee operates the business as a continuation of such party's business. Any assignment of moneys shall be void and ineffective to the extent that such assignment attempts to impose upon the State of Missouri obligations to additional payment of such moneys, or to preclude the State of Missouri from dealing in all matters pertaining to the contract agreement including, but not limited to, the negotiation of amendments or the settlement of charges due.

3.13 Participation by Other Organizations:

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

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

3.14 Contractor Status:

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

3.15 Subcontractors:

3.15.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. 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 the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

3.16 Prohibitive Hiring:

3.16.1 The contractor and the contractor's subcontractor(s) shall not hire any current information technology employee of the State of Missouri, or any individual who was an information technology employee of any agency of the State of Missouri, including the University of Missouri or the regional colleges, for work on the project identified in this RFP for a period of not less than six (6) months prior to their date of employment with the contractor or contractor's subcontractor(s) (unless the individual has retired in accordance with the State of Missouri's retirement program or has experienced a cessation of employment due to layoff from their State of Missouri department, or otherwise dismissed) without the prior written approval of the applicable state agency's Information Technology Director or other designated official. It is agreed between the parties that the contractor shall obtain the required approval before contacting any described information technology employee for the purposes of possible employment.

3.17 Coordination:

3.17.1 The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the DPMM throughout the effective period of the contract.

3.18 Transition:

3.18.1 Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to insure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the state agency, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities:

- a. The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of

the contract to the state agency and/or to the state agency's designee within seven (7) days after receipt of the written request.

- b. The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to insure the completion of such service prior to the expiration of the contract.

3.19 Property of State:

3.19.1 The contractor-developed donor registry system and all documents, data, reports, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon complete development and implementation of the donor registry system, the contractor shall provide the following to the state agency:

- a. Two copies of the source code for each version of the donor registry system on magnetic media, in the original programming code language;
- b. Source Code for Each Version (including all tiers of the architecture); Source code print out (on paper, microfilm or CD-ROM);
- d. All manuals necessary for operation (i.e. installation, operator, user);
- e. Maintenance tools (test programs, program specification);
- f. Proprietary or third party system utilities (compiler & assembler descriptions);
- g. Descriptions of the system/program generation;
- h. Necessary non-licensor proprietary software;
- i. All non-normative hardware or software required for proper usage and specification of where such items may be obtained;
- j. Menu and support programs and subroutine libraries in source and object form;
- k. Compilation and execution procedures in human and machine readable form (may be supplemented with a video explanation by programming personnel);
- l. Names and home addresses of key technical employees of the developer. These employees may be later contracted by the agency to assist in the usage of the donor registry system;
- m. A list of any encryption keys or passwords;
- n. All other necessary and available information that would assist the agency in the reconstruction, maintenance or enhancement of the donor registry system.

3.19.2 Further, the contractor shall provide to the department all updates, improvements, enhancements or modifications to the source code within sixty (60) working days upon their release along with relevant decryption tools and decryption keys.

3.19.3 Any publicity release mentioning contract activities shall reference the contract number and the state agency. Any publications, including audiovisual items produced with contract funds, shall give credit to the contract and the state agency. The Contractor shall obtain approval from the state agency prior to the release of such publicity or publications.

3.20 Confidentiality:

3.20.1 The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.

3.21 Substitution of Personnel:

3.21.1 The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees that no substitution of such specific individual(s) and/or

personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.

3.21.2 At the agency's request and with reasonable justification, the contractor shall provide immediate replacement of any of the contractor's staff providing services under the contract if deemed to be in the best interests of the agency.

3.22 Contractor's Personnel:

3.22.1 The contractor understands and agrees that by signing the RFP, they certify 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 Immigration and Nationality Act (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.

3.23 Prohibition of Electronic Self-Help:

3.23.1 The contractor agrees that in the event of any dispute with the State regarding an alleged breach of contract, the contractor shall not use any type of electronic means to prevent or interfere with the operation of or agency access to the donor registry system, without first obtaining a valid court order authorizing same in accordance with the State of Missouri Terms and Conditions Section 2 subparagraph e. The State shall be given proper written notice and an opportunity to be heard in connection with any request for such a court order. The contractor understands that it is foreseeable that a breach of this provision could cause substantial harm to the State. No limitation of liability, whether contractual or statutory, shall apply to a breach of this paragraph.

3.24 Independent Obligation of Contractor to Continue Performance:

3.24.1 Because of the critical importance of the donor registry system and services to be performed by the contractor hereunder to the operation of the State of Missouri, the contractor assumes an independent obligation to continue performance of its system and service obligations hereunder in all respects regardless of any dispute (including without limitation any alleged material breach by the State of Missouri) which may arise between the State of Missouri and the contractor. Such independent obligation shall continue for a period of ninety (90) days from the date upon which the State of Missouri receives written notice of such alleged breach from the contractor. The donor registry system shall continue until any dispute is resolved, and thereafter in accordance with the terms of the resolution. The contractor undertakes this independent obligation without prejudice to any rights or remedies it may otherwise have in connection with any dispute between the contractor and the State of Missouri.

3.25 Software Piracy Prohibition:

3.25.1 No state or other public funds payable under the contract shall be used for the acquisition, operation, or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. The contractor hereby warrants and certifies that the contractor has in place appropriate systems and controls to prevent such improper use of public funds. Under no circumstances in the course of providing products, services, or any other performance of their duties/obligations to the State shall the contractor directly or indirectly utilize tools, equipment, and/or software programs that are in violation of third parties' legal copyrights. If the State determines that the contractor is in violation of this paragraph, the State may exercise any remedy available at law including, without limitation, immediate termination of the contract and any remedy consistent with United States copyright laws.

3.26 Illicit Code:

3.26.1 The contractor must warrant that unless necessary to perform valid duties under this contract or can be verified and documented as to not cause harm to the state's operating environment and/or utilization of the system, any system programs developed or provided by the contractor under this contract to the State of Missouri shall: (i) contain no hidden files; (ii) not replicate, transmit, or activate itself without control of a person operating computing equipment on which it resides; (iii) not alter, damage, or erase any data or computer programs without control of a person operating the computing equipment on which it resides; (iv) contain no virus or similar code known or unknown to the contractor; (v) contain no enabled restrictive key, node lock, time-out or other function, whether implemented by electronic, mechanical, or other means, which limits/hinders the use or access to any software programs based on residency on a specific hardware configuration, frequency of duration of use, or other limiting criteria (the matters described in (i) - (v) comprise illicit code).

3.26.2 Provided and to the extent any program has the foregoing attributes described in (i) through (iv) above, and notwithstanding any other provision of this contract to the contrary, the contractor shall be considered in default of this contract, and no cure period shall apply unless contractor can demonstrate that it took reasonable steps to prevent the presence of Illicit Code in the donor registry system, in which case contractor may receive a cure period of forty-eight (48) business hours to remove the Illicit Code. At the request of the State of Missouri, the contractor must remove any such illicit code from the donor registry system. In addition to any other remedies available to it under this contract, the State of Missouri reserves the right to pursue any civil and/or criminal penalties available to it against the contractor. The contractor agrees, in order to protect the State of Missouri from damages which may be intentionally or unintentionally caused by the introduction of such illicit code to the State of Missouri's computer network, no software, plug-in, or other electronic file shall be installed, executed, or copied on the State of Missouri's equipment without the express approval of the agency's Program Manager.

3.26.3 If the software contains a restrictive key, expiration date, or other limiting function as described in (v) above, such restrictive function must be disabled or otherwise prevented from expiring, limiting or hindering the use or access of the software or data under this contract.

3.27 Special Provisions:

3.27.1 Applicable Laws and Regulations:

- a. In performing its responsibilities under this contract, the Contractor shall fully comply with the following Office of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments.

Uniform Administrative Requirements

A-102 - State/Local Governments; 2 CFR 215 - Hospitals, Colleges and Universities, For-Profit Organizations (if specifically included in federal agency implementation), and Not-For-Profit Organizations (OMB Circular A-110).

Cost Principles

2 CFR 225 - State/Local Governments (OMB Circular A-87); A-122 - Not-For-Profit Organizations; A-21 - Colleges and Universities; 48 CFR 31.2 - For-Profit Organizations; 45 CFR 74 Appendix E – Hospitals.

- 3.27.2 The Contractor shall comply with all Federal and State statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to this contract. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities; (b) Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. Section 206 (d)); (c) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex; (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities; (e) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age; (f) Equal Employment Opportunity – E.O. 11246, “Equal Employment Opportunity”, as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity”; (g) Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements; (h) Missouri Governor’s E.O. #94-03 (excluding article II due to its repeal); and (i) Missouri Governor’s E.O. #05-30; and (j) the requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to this contract.
- 3.27.3 The Contractor and any subcontractors shall comply with 31 U.S.C. 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under this contract shall be used to pay the salary or expenses of the Contractor, or agent acting for the Contractor, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The Contractor shall comply with all requirements of 31 U.S.C. 1352 which is incorporated herein as if fully set forth. The Contractor shall submit to the State agency, when applicable, Disclosure of Lobbying Activities reporting forms.
- 3.27.4 The Contractor shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156) and OMB Circular A-133, including subsequent amendments or revisions, as applicable or 2 CFR 215.26 as it relates to for-profit hospitals and commercial organizations. A copy of any audit report shall be sent to Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year if applicable. The Contractor shall return to the state agency any funds disallowed in an audit of this contract.
- 3.27.5 The Contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
- 3.27.6 The Contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 3.27.7 The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
- 3.27.8 If the Contractor is a sub-recipient as defined in OMB Circular A-133, Section 210, the Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through this contract.

4. FUNCTIONAL AND TECHNICAL SPECIFICATIONS AND REQUIREMENTS:

This section of the RFP includes information and requirements relating to the functional and technical capabilities that the requesting agency is wanting to acquire and implement. The contents of this section include mandatory requirements that will be required of the successful offeror and subsequent contractor (denoted by “must” and “shall”) as well as other attributes that are desired (denoted by “should”). Response to this section by the offeror is requested in the Exhibit section of this RFP. The vendor’s response, whether responding to a mandatory requirement or a desired attribute will be binding upon the vendor in event the proposal is accepted by the state.

4.1 General Requirements:

- 4.1.1 The contractor must provide a donor registry system that meets or exceeds the specifications contained in this document.
- 4.1.2 All portions, interfaces, components, and modules of the system solution must integrate and operate with each other in accordance with the requirements described herein.
- 4.1.3 The contractor shall develop a donor registry system that provides organ and tissue organizations and the Department the ability to quickly and effectively search the donor database to identify specific individuals and the donor designation profile in real-time. The system shall be capable of providing proof of a donor’s registration.
- 4.1.4 The contractor shall develop a donor registry system that provides the public a means to register their donor designation on a secure, centralized Web site.
- 4.1.5 The contractor shall develop a donor registry system that incorporates all existing records and delineates between “intent” to donate and “consent” to donate.
- 4.1.6 The contractor shall use the state of California’s donor registry system (www.donatelifecalifornia.org) and Missouri’s current donor registry system when developing an alpha system for the state of Missouri. In addition, it is recommended that the contractor consult with and utilize lessons learned from Utah, Oklahoma, Oregon, District of Columbia, and the states bordering Missouri as much as reasonably possible when developing Missouri’s new donor registry system.
- 4.1.7 The contractor shall have core competencies in the areas of:
 - a. Project planning, management, and knowledge transfer,
 - b. Interface graphic design and system usability,
 - c. Interface development using HTML, DHTML, Flash, and JavaScript programming,
 - d. Database design and storage procedures programming using industry standards that include MySQL5, PostgreSQL, Oracle, MS SQL Server, FreeBSD6, Apache 2, and MS Access,
 - e. Industry standard Web application programming languages including PHP4, .NET, Java, Perl, ASP, XML, WML, and C++,
 - f. Systems architecture and integration,
 - g. Data integration between various data collection systems,
 - h. Managed multiple hosting services requiring strong security implementations, and the
 - i. Use of confidential registry development best practices.
- 4.1.8 The contractor shall work with the Department and the Consortium members through face-to-face meetings, conference calls, Web conference meetings, and other communication methods established after contract award to meet the requirements and deliverables of the contract.
- 4.1.9 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

4.1.10 Third-Party Software Licensing/Subscription: The contractor shall grant the state a perpetual, permanent software license for any third-party software utilized in the contractor solution. If the perpetual license licensing is not available, the contractor shall not utilize third party software. No other fees beyond a single one-time payment shall be required or necessary in order to use the applicable software indefinitely under the agency's current operating system.

4.2 Technology Requirements:

4.2.1 Technical architecture requirements for the donor registry system shall include:

- a. Architecture layers that adhere to open standards.
- b. Program communication and messaging interfaces that supports SOAP and XML for data transmission.
- c. Functions are available through a web interface (including all administration functions).
- d. Accessibility via dial-up communication lines using Citrix.
- e. Appear significantly the same to an operator running the system with a 56Kb connection versus a 1.4 MB connection.
- f. Graphical user interfaces and these interfaces to be the same regardless of data transmission speeds.
- g. Logical separation between the middle tier, core logic, and database server layers.
- h. Terminal services and be deployable across a virtual private network (VPN).
- i. Compliance with the Missouri's Enterprise Architecture standards (www.oa.mo.gov/itsd/cio/).
- j. Windows Server 2003 or newer application server operating system.

4.2.2 The donor registry system's application code must be written in Java, ASP.NET, C#.NET or VisualBasic.NET. Other languages may be proposed, but the Contractor must include conversion to one of these four (4) acceptable languages stated above in the event the contract is terminated and shall be completed no later than ninety (90) calendar days prior to the termination effective date. This will ensure the maintenance and administration can be handled by the Department. The Department currently utilizes the technologies noted to process operational data for other system applications.

4.2.3 The donor registry system's architecture must deploy either Oracle, Microsoft SQL Server or DB2 database management system (DBMS). Other DBMS platforms may be proposed, but the Contractor must include conversion to one of the three acceptable platforms stated above in the event the contract is terminated and shall be completed no later than ninety (90) calendar days prior to the termination effective date. The Department uses these systems to process operational data for other system applications.

4.2.4 The donor registry system shall include online access to provider/vendor data, and should have the functionality to allow data updates by Mid-America Transplant Network, Midwest Transplant Network, DOR, Heartland Lions Eye Bank, Gift of Life Kansas City, and the Department who may or may not have dedicated state communication lines. User access must be defined by assigned security roles and responsibilities determined in collaboration with the Department.

4.2.5 The donor registry system shall operate as a stand-alone system when downloaded to a laptop computer. Consortium and state department members require the ability to register potential donors in locations with

limited or no Internet access. The registry must allow individuals attending these events to enter their own data into the system with a synchronization capability once reconnected to the system. The ability to download the portion of the system to maintain this interface should require minimal interaction by the user state technical staff.

- 4.2.6 The donor registry system shall be compliant with Section 508 Federal Web Accessibility guidelines, especially 36 C.F.R § 1194.21 (www.section508.gov).
- 4.2.7 The donor registry system shall be compliant with State of Missouri IT Accessibility Standards (www.oa.mo.gov/itsd/cio/standards/ittechnology.htm). These standards are based on Section 508 Federal Web Accessibility guidelines. The contractor shall provide a written description of compatibility with the following commonly used assistive technology products and a description of the process used to evaluate compatibility:
- a. JAWS,
 - b. Window Eyes,
 - c. Zoom Text,
 - d. MAGic, and
 - e. Dragon Naturally Speaking.
- 4.2.8 HITSP Interoperability Specifications: The contractor must, at minimum, comply with the Centers for Disease Control (CDC) requirements for race and ethnicity codes as outlined in the ANSI documentation. The specifications for these codes can be found at www.cdc.gov/nedss/DataModels.

4.3 Deliverables and Outcomes:

- 4.3.1 The Contractor shall develop a comprehensive, efficient, and effective donor registry system compatible with the revised UAGA (<http://www.senate.mo.gov/07info/pdf-bill/perf/SB496.pdf>) with multiple portals for mode of entry and that is available 24/7, 365 days a year. Upon completion of the development, testing, and importing of all existing registry records, and with the approval of the Department and the Consortium, the new donor registry system must go live no later than March 31, 2009. This date may be subject to change based on project progress as determined solely by the state agency. The target audience for this new donor registry system is multi-faceted and includes the public, organ procurement organizations (OPOs), tissue banks, Gift of Life Kansas City, DOR, and the Governor's Organ Donation Advisory Committee, and the Department. The Department prefers the Contractor use the current industry standard software including, but not limited to, FreeBSD6, Apache2, MySQL5, and PHP4.
- 4.3.2 The Contractor shall build upon the successes of other donor registries when developing the donor registry system and all of its modules and components for the state of Missouri.
- 4.3.3 The Contractor shall provide the public the ability to designate their intentions at the time of death, define their donor designation, modify their donor designation at any time, and electronically share their decision with family and friends. E-mail addresses provided by the registrant for the sole purpose of notifying their family and friends of their decision shall not be captured or stored by the donor registry system once the registrant sends the message.
- 4.3.4 The Contractor shall develop all donor registry system and information Web pages in English and Spanish. All Web pages shall be developed in collaboration with the Department and Consortium members and incorporate the existing Department's Organ Donor Program Web page information. The Department must approve of the uniform look and the pages must link to Consortium member Web pages in the design and end product.
- 4.3.5 The Contractor shall include data elements currently used by the State of Missouri in addition to race, ethnicity, a second address line, telephone number, e-mail address, modification date, mother's maiden name, place of birth, specific donor designation (i.e., organs only, tissue only, both, eyes only, research/science, etc.), donation limitations (e.g., both organs and tissues except eyes), how an individual

learned about the registry, what prompted the individual to register, revocation (full and partial), modification of designation, ability to receive on-going encrypted electronic communication from the Department related to the registry, intent and consent options, user identification name, and user specific password. Other data elements may be needed after contract award.

- 4.3.6 The Contractor shall develop a method in collaboration with the consortium to capture instances when electronic communication from the department fails transmission a specified number of times. The donor registry system shall be capable of auto-generating notification letters to registrants concerning email failure.
- 4.3.7 The Contractor shall develop a donor registry system that provides the Department designated administrators the ability to review audit tables, to verify forms entered by a data entry operator, modify records to correct data entry errors, accept/decline partial matches from electronically submitted data, and the ability to accept scanned documents into the system.
- 4.3.8 The Contractor shall develop a donor registry system that is compatible with DOR so that registrant data from DOR can be easily encrypted, transmitted and uploaded into the donor registry every Friday afternoon beginning at 5:00 pm CST. Data that is to be imported must include related transaction data so that percent of transactions that say yes can be analyzed. The donor registry system must incorporate a multi-level matching system so that duplicate records are less than .002%.
- 4.3.9 The Contractor shall develop a donor registry system that is compatible with the Mid-America Transplant Services, Midwest Transplant Network, and Heartland Lions Eye Bank, so that lookups are easy and efficient. Key discussions with Consortium members will be required during the development phase of this module.
- 4.3.10 The Contractor shall develop an automated module for the donor registry system that is compatible with the Mid-America Transplant Services, Midwest Transplant Network, and Heartland Lions Eye Bank, so donor services data can be easily encrypted, transmitted and uploaded into the donor registry every Friday afternoon beginning at 5:00 pm CST. The system must match up records using existing registry criteria and retain donor services data even if a person was not registered which will require the information to generate a record for that individual in the registry system. Key discussions with Consortium members will be required during the development phase of this module. This module shall provide the reporting agencies with a means to record:
 - a. What organs and tissues a donor donated, i.e., heart, lung(s), cornea, liver, etc., and
 - b. Why a donor was denied, i.e., revoked by authorized person, condition of the body at the time of death, etc.
- 4.3.11 The Contractor shall develop a donor registry system that can import offline registry data through digital scanning and mobile laptop registrations.
- 4.3.12 The Contractor shall develop a secure mobile enrollment module to assure continuity and efficient communication between the mobile module and the main donor registry system.
 - a. The mobile system must mimic the look and feel of the on-line enrollment module.
 - b. The mobile system computer units must synchronize with the donor registry system through a secured Internet connection.
 - c. An immediate response and confirmation must be available for the registrant using the mobile enrollment module with the ability to print a confirmation letter or choose to receive an e-mail confirmation once the laptop is synchronized with the donor registry system.

- d. Each record entered into the mobile enrollment module must be encrypted at a level above current federal and state standards since data will be stored on a laptop computer until synchronized with the main donor registry system.
- e. The software developed for installation on the laptop computers must use encryption software that meets or exceeds Level 2, 128 bit encryption/decryption standards and assure data on the laptops are secure prior to and during transmission of data. The client tier must utilize an Advanced Encryption Standard (AES) such as Rijndael algorithm, with a minimum key length of 128. It is strongly recommended that SSL be used to encrypt communication channels. The software must be able to synchronize with the main registry, upload the data and decipher the data once connected to the main donor registry system by authorized personnel. The software must automatically delete the encrypted records from the laptop computers once the data transfer is complete and verified for completeness and accuracy in transmission.
- f. The Contractor shall supply the Department with the minimum laptop computer equipment configuration specifications for implementation of the mobile enrollment module within forty-five (45) days after contract award.

4.3.13 The Contractor shall develop a comprehensive on-line registry portal that is easy to read and navigate and considered by the Department and Consortium members as user-friendly. The Contractor shall work with the Consortium to finalize the content of the on-line confirmation screen, confirmation letter, and donor designation card.

- a. The on-line registry portal must include all data elements collected for the donor registry system;
- b. The on-line registry portal must provide each registrant the opportunity to identify how they learned about the donor registry.
- c. The on-line registry portal must provide a verification page that provides the registrant an opportunity to make changes if an error is identified.
- d. The on-line registry portal must provide each registrant with an immediate enrollment confirmation that they can print. The printed confirmation must include two donor designation cards that can be cut out and carried and/or shared with a family member, friend, physician, religious leader, etc. The card shall include the registrants' full name, address, date of birth, donor designation, donor restrictions, and modification date.
- e. The on-line registry portal must provide each registrant the ability to notify family, friends, and any other person they choose via encrypted electronic mail of their registration and any donation restrictions at the time of the initial registration and again any time the registrant modifies their record.

4.3.14 The Contractor shall develop an interface allowing agency designated staff the ability to enter all the information required for the on-line registry portal for registrants unable to electronically submit their donation requirements.

- a. The interface must provide an enrollment confirmation letter that is encrypted e-mail or mailed. This printed confirmation must include two donor designation cards that can be cut out and carried and/or shared with a family member, friend, physician, religious leader, etc. The card shall include the registrants' full name, address, date of birth, donor designation, donor restrictions, and modification date.
- b. The interface must not require special paper for the confirmation letter and donor designation cards.

- 4.3.15 The Contractor shall develop an event awareness and evaluation module to be used by the Department and Consortium members as a means to inform the public of upcoming events and outreach activities in the registrants' local area, track and monitor enrollments per each event, and evaluate the success of each event based on total enrollments and new enrollments.
- a. This module shall be developed based on the state of California's system and tie enrollments to specific events to give Consortium members a means to evaluate the effectiveness of their educational efforts/events.
 - b. This module shall use the zip code entered by the registrant as a mechanism to automatically lookup and notify the on-line registrant of upcoming events in their local area in addition to any statewide events.
- 4.3.16 The Contractor shall develop automated aggregate customizable reports that are accessible via the Internet by Mid-America Transplant Services (www.mts-stl.org), Midwest Transplant Network (www.mwtn.org), Heartland Lions Eye Bank (www.mlerf.org), Gift of Life Kansas City (www.giftdonor.org/index.asp), DOR, the Governor's Organ Donation Advisory Committee, Missouri Kidney Program (www.muhealth.org/~mokp), the Missouri Department of Health and Senior Services, and the public. Data in the registry is extremely sensitive, so the Contractor must assure that all custom reports, including donation action, are only available in a cumulative format and:
- a. Assures the needs of each Consortium organization are met and is easy to use;
 - b. Assures no individual identifiable information is contained in any generated report;
 - c. Includes all data elements;
 - d. Includes all enhancements and their features outlined in this RFP;
 - e. Assures the system is efficient and manipulates data accurately, generates the requested report in less than one minute, and maintains the security and integrity of the data;
 - f. Manages and calculates reports for records in excess of six million; and
 - g. Provides the user the ability to print or export any report into Excel or to PDF format.
- 4.3.17 The Contractor shall guarantee a minimum of 99% uptime 24/7, 365 days a year.
- 4.3.18 The Contractor shall require no additional fees for users to access the donor registry system. If third-party software is used to view reports, confirmations, or access the donor registry system, then a link to a free download option must be available.
- 4.3.19 The contractor shall present a specifications document, project schedule, testing procedures, data conversion plan, risk management plan, disaster recovery/emergency contingency plan, and project plan. All documents may be modified to accommodate feedback from Consortium members and with the approval of the Department.
- 4.3.20 The contractor shall develop an alpha system for Missouri so that the Department and Consortium members can test the registry program for navigation ease, lookups, communication, record audits, data imports and exports, and for reporting purposes. The Consortium will provide the contractor with input and recommendations for the beta system based upon the test results of the alpha system.
- 4.3.21 The contractor shall develop a beta system based on testing and recommendations made to the alpha system. During this phase, a limited data set shall be uploaded and tested by the Department and

Consortium. Feedback will be provided to the Contractor for inclusion prior to the new donor registry system going into production no later than November 1, 2008.

4.3.22 The Contractor shall host the data warehouse and manage the maintenance of the donor registry system developed for Missouri in collaboration with the Department for the original contract period. The environment must be secure and the Contractor must have qualified personnel to maintain the server hardware and software during the contract period. Under no circumstance shall the Missouri donor registry be housed on a server or backup stand-alone computer that is managed by individuals located outside of the continental United States of America. The Department reserves the right to renew the hosting function of the data, application, and maintenance management of the Missouri donor registry system for seven (7) additional one (1) year periods.

- a. Only key personnel within the Contractor's organization shall have access to the server room to help maintain data security.
- b. A surveillance system that monitors access 24 hours a day to the data warehouse must be available to help assure data security and integrity.
- c. Temperature and humidity levels must be controlled in the server room to assure functionality of the hardware.
- d. A power back-up system that automatically engages must be operational 24/7, 365 days a year to assure the donor registry system is available at all times.
- e. Access to the donor registry system must be assured 24/7, 365 days per year for registry lookups should the Internet access become unavailable. The contractor shall provide the Department and registry-users instructions on how to access the registry in the event the Web-based system and a dial-up system are unavailable.

Note: The Department currently has a stand-alone computer that is updated simultaneously as the registry on the server and the stand-alone computer is accessible from off-campus sites as well as in house. This system is used if the Internet system is down through dial-up. If the Internet and dial-up systems are down, users call a toll-free number and staff answering the phone conducts a manual lookup. The contractor shall, at a minimum, meet these system outage lookup call requirements.

- f. Data must be backed up daily, and weekly backups must be made and stored in a separate secure and temperature controlled facility.
- g. Provide the Department with secure electronic access to the backup data.
- h. The contractor must maintain all software and hardware, keeping all software updated with the most current upgrades and security patches as they are released. If uncertain of action to be taken, or if the most current release of such upgrades may have a negative impact on the donor registry system, the contractor shall consult with the Department.
- i. The donor registry system must be independent of other systems maintained by the contractor to help avoid IP addresses becoming public.

4.3.23 The contractor shall be familiar with and refer to the federal registry development reports described in the Glossary of Common Terms and Acronyms section.

4.3.24 A Consortium of Department partners have been and will continue to be active in the development and implementation of this new efficient and effective donor registry system for the State of Missouri. The contractor shall work with the consortium and incorporate its needs into the final product. Conference

calls and meetings will be established after contract award and based on the schedule submitted by the Contractor to the RFP.

- a. The contractor shall be required to attend two (2) face-to-face meetings during the planning and development of the new donor registry system at the contractor's expense. The Department will provide the contractor ten (10) days notice of the meeting dates. If the contractor requests additional face-to-face meetings with the Department and Consortium, it may do so at its expense and provided the Department is given ten (10) days notice.

4.3.25 The contractor shall develop a secure Internet site for supporters of the Missouri Organ Donor Program and donor registry system to make direct contribution to the Missouri Organ Donor Fund and to purchase the specialty license plate and complete all of the necessary paperwork required by the Department and DOR by donor registry system implementation.

4.3.26 The contractor shall develop and provide a detailed Web site usage tracking report to furnish demographic information about registry users. This shall include popular pages, user geographical location, most active hours of the day, length of visit, unique visitors, most popular days of the week, search engine references, keywords used for search engine listings, etc.

4.3.27 The contractor shall guarantee the Department that the donor registry system is efficient, effective, Web-based, and meets all of the goals, objectives, and deliverables as outlined in this RFP.

4.3.28 The contractor shall participate in consortium meetings and conference calls related to the development, implementation and management of the new Missouri donor registry system.

4.3.29 The contractor shall provide a project schedule documenting project milestones and due dates within thirty (30) days of contract award.

4.4 Support Requirements:

4.4.1 The contractor must provide any system modifications or additions necessary to enable the system to operate according to all mandatory technical and performance specifications presented herein at no additional cost to the State of Missouri.

- a. Implementation: The contractor must fully implement the system and all components that fulfill the requirements stated herein. Testing of the system functionality shall be considered successfully completed when it has been demonstrated that the system executes properly and in accordance with the RFP requirements as stated herein. The contractor shall be paid for successful implementation of the system when the user has successfully tested and/or reviewed all the components, functions, features, and/or documentation that encompasses the scheduled deliverables in accordance with the Implementation Plan and RFP requirements. Successful User Testing shall have occurred when such time the system runs as described herein for a period of forty-five (45) consecutive business days without encountering any system severity level 1 or level 2 errors that affect the accuracy of the system.

4.4.2 The contractor must implement the system using project management best practices to include an Implementation Plan, Schedule and Milestones Acceptance List.

4.4.3 Within ten (10) business days after the agency's written notice to contractor indicating a directive to proceed with services or upon receipt of a properly authorized purchase order, the contractor shall provide a draft project plan schedule with milestones and time frames for: system customization, installation, database conversion, testing, training, and full system cut-over. The project plan shall be mutually agreed to and further developed by both the contractor and the Department. The finalized implementation/project plan must be completed within 30 calendar days after the Department's directive

to proceed notification and shall be subject to the agency's approval. The contractor must send a copy of the signed Finalized Project Plan to the Department's Missouri Organ Donor Program.

- a. The finalized implementation schedule must include:
 - 1) A description of all of the major project tasks that shall be completed by the contractor.
 - 2) Identification of the specific tasks within each component of the implementation plan that must be completed by the agency.
 - 3) Detailed completion dates for each major task/component of the project work, and the number of days necessary to complete each major task.
 - 4) Mutually agreed upon turnaround times for the agency to review, approve, and formally accept or reject the components of the work performed.
 - 5) Signature and date lines for both contractor and the agency to signify approval of completed task.
- b. Any changes to the finalized implementation/project plan must be formalized in writing as an official revision. A copy of any revised implementation/project plan(s) must be submitted to the department's Missouri Organ Donor Program.
- c. The project work shall follow the State of Missouri standards and guidelines for project management referenced on the Office of Information Technology's website at www.oit.state.mo.us/ under Business Solutions, Project Management.
- d. Under no circumstances shall the agency's acceptance of a Deliverable or Milestone be deemed to constitute a waiver of any of the mandatory RFP specifications and requirements, the completion dates in the Project Plan, or any of the contractor's other obligations under this contract agreement. No such waiver shall be effective unless specifically agreed to in writing by a formal contract amendment signed by authorized representatives of the contractor and the DPMM.

4.4.4 Data Conversion Support: The contractor shall work with the agency to develop and implement a plan for data conversion from the existing donor registry system to the new contractor-developed donor registry system. This shall include conversion of historical and current data from various internal agency systems. The services shall include establishing a conversion control plan including techniques and associated tools used to track, document, and manage conversion issues. The services shall include verification that data have been converted correctly and that the processes used on the converted data are functioning as specified when the new systems are fully operational. Any data conversion services must be performed on-site at the agency's facility. The conversion plan shall clearly identify in detail all steps, tasks, activities, events, milestones and resources necessary for the contractor to convert data in a manner so that the donor registry system operates in full compliance with the specifications and requirements described herein. The contractor shall be responsible for all data conversion activities with input from the consortium.

- a. The current data is collected in four (4) Oracle tables, each tied with a single key – the “donor id” – established through a trigger using a sequence generator. In addition to the unique identifier, common to each table, there are four (4) additional fields in each table defining the entry user ID, entry date, modify user ID and modify date. Other than these five (5) fields, there are an additional thirty-two (32) fields among the tables. The data types used are Varchar2, Number and Date. The state department data collection includes an “audit” set of tables matching the originals that store every change to every record, maintaining a complete history; the process runs on a trigger. There are additional tables used for lookups and for temporarily holding data as it is introduced to the system through either the DOR or the online data entry portal.

NOTE: The agency's IT staff will be available to assist the contractor with data extraction from state legacy systems for data conversions. The agency's functional staff will also be available to assist with data cleansing and transformation for conversion of data from state legacy systems.

4.4.5 Project Manager: The contractor shall provide a Project Manager. The duties of the contractor's Project Manager shall include, but not be limited to, the following:

- a. Direct the Project with responsibility for Project performance from initiation to closure, including planning, organizing, managing, and controlling all aspects of the project to ensure that Project tasks are performed according to the approved project schedule and project plan.
- b. Coordinate and schedule all contractor resource assignments.
- c. Identify all known items that may impact the availability of agency resources during the project, and coordinate with the agency's project manager to avoid delays.
- d. Ensure that all necessary subcontractor commitments are in place and monitor subcontractor commitments.
- e. Initiate and maintain Project reporting and filing systems to ensure that project documentation is up-to-date, organized and readily accessible by appropriate contractor and agency staff.
- f. Coordinate contractor's logistics for all on-site activities.
- g. Mutually agree and clarify with the agency the training logistics considerations such as schedules and classroom resources.
- h. Provide the agency's project manager and contractor's upper management with the weekly progress reports described herein.
- i. Maintain a log of all defects, incomplete requirements or unresolved issues that occur over the course of the project, including date and manner of resolution. A copy of such log shall be provided to the agency upon their request.
- j. Communicate with the agency's project manager on a daily or weekly basis, as needed, regarding project progress and activities, and ensure adequate communication between members of the contractor's and agency's staffs.
- k. Monitor and follow-up to ensure that the implementation services are completed in compliance with the contract agreement and the dates set forth in the project schedule and project plan.
- l. Promptly consult with the agency's project manager when project plan deviations occur, and document all such plan deviations in accordance with agreed upon change control procedures;
- m. Provide consultation and advice to the agency on matters related to project implementation strategies, key decisions and approaches, and project operational concerns/issues,
- n. Facilitate review meetings and conferences between the agency and the contractor's executives when requested by the agency;
- o. Identify and provide the agency with timely written notice of all issues that may threaten the implementation, operation or performance of the donor registry system (with "timely" meaning immediately after the contractor becomes aware of them);
- p. Employ project management procedures that ensure a mutual understanding and agreement of the tasks to be completed and the schedule to be observed.
- q. Employ project-planning methods that document the agency's expectations so that there are no false starts or wasted effort.

- r. Maintain a complete record of the project's history.
- s. Ensure that adequate quality assurance procedures are in place throughout the Project, and that the System complies within this RFP.
- t. In the event of his or her temporary absence, the contractor's Project Manager shall immediately appoint a designee to serve in his or her capacity and notify the Department's Project Manager.

4.4.6 Progress Reports: Throughout the Project, the contractor shall prepare and submit weekly written reports to the agency's Project Manager or other designee.

- a. The weekly reports shall provide for, but not be limited to, the following:
 - 1) Update the Project Plan indicating progress for each task;
 - 2) Identify and report the status of all tasks that have fallen behind schedule, the reason for the delay, and the projected completion date;
 - 3) Identify and summarize all risks and problems identified by the contractor which may affect the Project;
 - 4) For each risk and problem, identify the action and person(s) responsible for mitigating the risk and resolving the problem; and
 - 5) For each risk and problem identified, state the impact on the Project Plan.

4.5 On-Site Training:

4.5.1 The contractor shall develop a multi-level training program for end users and administrators. One level of training must be conducted for Mid-America Transplant Services, Midwest Transplant Network, Heartland Lions Eye Bank, and Gift of Life Kansas City including how to complete donor registry lookups, upload data, and pull custom reports based upon security levels assigned in the donor registry system. A second level of training must be conducted for the DOR including how to prepare and upload encrypted data into the donor registry system and to pull custom reports for individual contract license offices, regional reports, and statewide reports. The third level of training the contractor must be conducted for the Governor's Organ Donation Advisory Committee, Missouri Kidney Program, and the department including how to pull custom reports including comparisons to census data. For the final level, the contractor must provide the department training related to all administrative components including, but not limited to, auditing records and registry security. All training must also be made available on one of the newly developed web pages associated with the new donor registry system. Access to training shall be based on security levels approved by the department's project manager for the donor registry system. Training shall be coordinated in collaboration with the department project manager. A detailed resource guide must be provided to the department that compliments all training levels. The contractor's training must include:

- a. Multi-level training for thirty (30) donor registry system end-users; and
- b. Training for three (3) donor registry system administrators.

4.5.2 System Test Environment: The contractor shall provide secure access to department and consortium members to test the donor registry system. The test environment is not required to be executed on the same hardware as the production system. However, it is required to function as though it were in a production environment.

4.5.3 The contractor shall provide monthly Web usage reports beginning the first month after the first full month the new organ and tissue donor registry are operational (when applicable).

4.5.4 The contractor shall provide monthly maintenance reports detailing maintenance efforts.

4.6 Disaster Recovery:

- 4.6.1 The State shall have the right to transfer the donor registry system's escrowed software to another site or CPU for the following purposes: (1) to facilitate annual disaster recovery proof of concept testing; and (2) in the event of a disaster recovery occurrence including if the contractor's site is deemed unsafe for personnel.
- 4.6.2 The agency's right to transfer the donor registry system software to another Designated CPU, as granted herein, shall not entitle the agency to transfer such software to multiple production CPU's to perform monitoring or recovery functions on such multiple production CPU's on a temporary or scheduled basis.

4.7 Maintenance/Technical Support Requirements:

- 4.7.1 Technical Support: The contractor must provide to the department a contact phone number that the department can use to report technical system problems. This phone number, if not a direct contact line to the contractor support structure, must provide a maximum of a 15-minute call back response by contractor personnel for registry look-up assistance and 30-minute call back response by contractor personnel for all other technical support issues. It is highly desirable that the contractor provides a toll free telephone number for support.
- 4.7.2 System Maintenance Support Services: The contractor must provide system maintenance and technical support for all products/services provided under this contract, including ongoing unlimited telephone technical support, problem determination and resolution., The contractor shall provide to the department all generally publicly available improvements and additions to the functionality, as well as new functions, of the donor registry system and provide the maintenance services as specified herein throughout the contract period.
- a. The contractor shall maintain the donor registry system so that it operates in conformity with all descriptions and specifications herein or as otherwise provided by the contractor, including specifications for the performance of all improved or modified versions.
 - b. Maintenance services shall include, at a minimum, the detection and correction of software errors according to the specifications described herein and in the contractor's documentation of the software. The contractor agrees to respond to inquiries regarding the use and functionality of the solution as donor registry system users encounter issues.
 - c. Donor registry system database maintenance shall include updating database(s), data warehousing, data mining, data cleansing, data integrity, data protection, and data import/export functionality.
 - d. Donor registry system maintenance shall include all services necessary to maintain 99% system operational uptime, Internet services, system back ups, redundancy, and disaster recovery services described herein to include all system configurations, troubleshooting, resolution of system errors, malfunctions, and system restoration.
 - e. For any customization of the donor registry system to meet mandatory requirements of the RFP and for any customization of the donor registry system as a result of a Project Assessment Quotation (PAQ) as provided herein, the contractor shall be required to provide system technical support of those customizations throughout the life of the contract. Any new versions or new releases of the donor registry system acquired by or provided to the department pursuant to this contract must include the customizations of the donor registry system required herein or through a PAQ.
- 4.7.3 The contractor must provide 24/7 technical/help desk support. Direct access to contractor personnel must be provided Monday through Saturday from 7:00 a.m. until 7:00 p.m. central time zone, including state holidays. Acceptable alternatives for after hours support may include, but are not limited to, an

automated paging system, built-in email notification or other published contact information for technical assistance. All response times shall comply with the call back response outlined in this RFP.

- 4.7.4 The help desk/technical support personnel shall be knowledgeable and technically trained to answer/resolve donor registry system technical support problems. The help desk staff shall be able to answer “how to” type questions about the donor registry system as well as questions about hardware and Internet setting configurations.
- a. When donor registry system end-users or administrators call the help desk/technical support, the contractor’s technical support staff shall not place the caller on hold for more than five (5) minutes. If unable to connect the caller to an actual help desk/technical support person that can assist them with their problem(s) within the aforementioned five (5) minute period, the technical staff shall inform the caller that the contractor shall call back within the response time described herein. The contractor’s staff picking up the phone to indicate for the caller to continue holding or other similar type message shall not meet this requirement. Answering the phone and assigning a case number to a problem shall not meet the technical response time requirements herein.
 - b. When returning the end-user’s call to report progress or answer help desk questions, if the help desk staff are unable to reach the caller by telephone, the help desk staff shall make at least two additional attempts within the next business hour. The help desk/technical staff may leave a voice message for the caller but such message must indicate the contractor’s staff person’s name, time called, and instructions to obtain further assistance or that the issue has been resolved.
 - c. If investigation and research is required by contractor’s staff and the problem cannot be resolved immediately, then the help desk/technical support staff shall call both the department and the caller within two (2) hours to report progress on the problem’s resolution. Help desk staff shall continue, on a daily basis or other basis agreed upon between the department and contractor, to keep the department staff informed on progress of the problem’s resolution.
- 4.7.5 The contractor shall keep a detailed log of all maintenance/technical support calls made to the help desk/technical support personnel to document the complaints and problems reported. The log shall be made available to the department as part of monthly reporting, or upon request of the department. This report(s) shall be delivered to or made available to the department no later than by the end of business (5:00 p.m. Central Time) on the fifth calendar day of every month. The log must, at a minimum, contain the following information:
- a. Time of call;
 - b. Date of call;
 - c. Name of Caller;
 - d. Caller’s Organization/Agency Name;
 - e. Caller’s telephone number and/or email address;
 - f. Description of Reported Problem/Complaint;
 - g. Indication of whether the problem/complaint was resolved at time of the initial call;
 - h. Description of any follow up investigation/resolution plans, including date and time of return calls;
 - i. Assigned case number if resolution not provided during call; and
 - j. Date of and description of final resolution.
- 4.7.6 It is highly desirable that the contractor provides an electronic support system. Electronic support includes the ability to report problems to the contractor on-line, the ability to browse a database containing problems, technical questions, and the ability to fix problems electronically.
- 4.7.7 The department reserves the right to determine and assign levels of severity for the issue/support problems. The severity of the issue/support problem shall determine the problem resolution response time in any calendar month of the contract as follows:

- a. Severity Level 1 shall be defined as urgent situations, when the donor registry system is down and is not accessible for users, the contractor's technical support staff shall accept the call for assistance at the time the end-user places the initial call; however if such staff is not immediately available, the contractor shall return the call within fifteen (15) minutes. The contractor shall resolve Severity Level 1 problems as quickly as possible, which shall not exceed four (4) hours, unless otherwise authorized in writing by the department. In said situations, the contractor shall notify all end-users that the system is down and how they can access the donor registry information until the system is functional again. Once the system has been fully restored, the contractor shall send out an electronic notification to all users.
- b. Severity Level 2 shall be defined as critical system component(s) that has significant outages and/or failure precluding its successful operation, or possibly endangering the donor registry system's environment. The system may operate but is severely restricted. The contractor's technical support staff shall accept the end-user's call for assistance at the time the end-user places the initial call; however if such staff is not immediately available, the contractor shall return the call within thirty (30) minutes. The contractor shall resolve Severity Level 2 problems as quickly as possible, which shall not exceed thirty-six (36) hours, unless otherwise authorized in writing by the department. In said situations, the contractor shall notify all end-users of the donor registry systems restrictions. Once the system has been fully restored, the contractor shall send out an electronic notification to all end-users.
- c. Severity Level 3 shall be defined as a minor problem that exists with the system but the majority of the functions are still usable and some circumvention may be required to provide service. The contractor's technical support staff shall accept the end-user's call for assistance at the time the end-user places the initial call; however if such staff is not immediately available, the contractor shall return the end-user's call within thirty (30) minutes. The contractor shall resolve Severity Level 3 problems as quickly as possible, which shall not exceed five (5) business days, unless otherwise authorized in writing by the department.

4.7.8 **Problem Resolution Response Time:** The department defines the problem resolution response time as from initial contact to final resolution. Initial contact is defined as contractor's qualified service technician has been contacted by the end-user and the system error/nonconformity severity level has been determined. Final resolution is defined as the time that the issue or problem has been fixed, tested, and verified as being resolved by the department.

4.7.9 At the request of the department, the contractor shall provide in-house support.

4.8 Contractor Warranties:

4.8.1 **No Actions, Suits, or Proceedings:** The contractor shall warrant that there are no actions, suits, or proceeding, pending or threatened, that shall have a material adverse effect on the contractor's ability to fulfill its obligations under the contract. The contractor shall further warrant that it will notify the State of Missouri immediately if the contractor becomes aware of any action, suit, or proceeding, pending or threatened, that will have a material adverse effect on contractor's ability to fulfill the obligations under this contract.

4.8.2 **Warranty of Contractor Capability:** The contractor shall warrant that it is financially capable of fulfilling all requirements of this contract and that the contractor is validly organized entity that has the authority to enter into the contract. The contractor is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into the contract.

4.8.3 **Compatibility Warranty:** Unless otherwise stated herein, the contractor shall warrant that all products acquired pursuant to this contract shall be data, program, and communications compatible to all products developed under this contract and compatible with the department's architecture standards as described herein.

4.9 Project Assessment Quotations:

4.9.1 For customization, implementation services, additional training services and maintenance/support services of the system not described in the RFP (outside of the contract requirements included herein and/or for undefined areas of scope of work requests), the contractor shall understand and agree the state agency shall utilize the Project Assessment Quotation (PAQ) as a means (1) to identify the specific tasks to be performed and (2) to mutually agree upon the total price to be paid to the contractor upon completion of the specified tasks, including maintenance and modifications. The PAQ process shall occur in a controlled sequence of proposals and approvals by the agency's designated Program Manager as outlined below. The contractor shall understand and agree that the general protocol for PAQ workflow shall be as described below:

a. **STEP 1: PAQ REQUEST**

The state agency's designated Project Manager will present a written request for each PAQ to the contractor, in a standard format. The agency's request must explain the scope of the project and the tasks the agency desires the contractor to perform, including applicable business and technical specifications.

b. **STEP 2: DRAFT PAQ**

The contractor must respond (within a prescribed number of days mutually agreed upon by the state agency and the contractor) to each such PAQ request from the agency's designated Project Manager with a draft PAQ which provides a statement of cost (based upon the hourly/daily rates specified on the pricing pages) and time, technical and strategic alternatives, and solution recommendations.

c. **STEP 3: APPROVAL OF DRAFT PAQ**

If the draft PAQ is approved by the state agency's designated Project Manager, the contractor must then prepare a final PAQ for resubmission to the agency's designated Project Manager for final approval.

d. **STEP 4: FINAL PAQ**

The contractor's final PAQ must include:

- 1) contract number;
- 2) state agency name/address
- 3) state agency designated Project Manager name and phone number
- 4) contractor contact name and phone number
- 5) brief title of specific PAQ
- 6) final PAQ issue date
- 7) a detailed itemization and description of all of the project tasks which shall be completed by the contractor (i.e. project work), including requirements for and specified frequency of any required status reports; the specified project tasks and deliverables must be clearly stated and must be quantifiable;
- 8) the firm, fixed total number of project hours for contractor personnel and the firm, fixed cost (based upon the hourly/daily rates specified on the pricing pages)
- 9) detailed completion schedule for each task/component of the project work;
- 10) mutually agreed upon turnaround times for the state agency's designated Project Director to review, approve and formally accept or reject the components of the contractor's project work in accordance with the approved final PAQ;
- 11) mutually agreed upon milestones for compensation of project costs for the contractor's project work, including any mutually agreed upon holdbacks for specified deliverables and holdback release time frames for specified deliverable completion;
- 12) identification of the specific tasks within each component of the PAQ which must be completed by state agency personnel;

- 13) signature and date lines for both the contractor and the state agency's designated Project Manager to signify approval.
 - 14) the contractor's final PAQ must also include all travel-related expenses if services are requested to be provided in-house; however, travel time from the consultant's office or residence to the state agency facility and travel time from the state agency facility to the consultant's office or residence shall not be considered billable time and shall not be included in the contractor's firm, fixed total number of project hours for contractor personnel stated in the contractor's final PAQ.
- e. **STEP 5: APPROVAL OF FINAL PAQ**
The contractor and the state agency's designated Project Manager must indicate mutual acceptance of the final PAQ by signing and dating the final PAQ. The agency's designated Project Program Manager (1) must retain one signed copy; (2) must forward a copy to the DPMM for inclusion in the contract file and (3) must send one copy to the contractor.
- f. **STEP 6: AUTHORIZATION TO PROCEED/ PAQ PROJECT WORK**
An approved final PAQ alone does not constitute an authorization to proceed with project work. Before proceeding with project work, the contractor must receive a properly authorized Contract Release Order except the state agency may authorize an obligation of less than \$25,000 pursuant to the terms of the contract without the official encumbrance of funds. Project work shall include the contractor's completion of the tasks identified in the final PAQ.
- g. **STEP 7: FORMAL ACCEPTANCE**
Upon the completion of all project work of a given PAQ, the contractor must notify the state agency's designated Project Manager in writing and shall submit an invoice in accordance with the PAQ approved by the agency's designated Project Manager. The agency's designated Project Manager shall review, approve and formally accept or reject the components of the PAQ project work in accordance with the turnaround time outlined in the PAQ. Formal acceptance shall not be unreasonable delayed or withheld by the state.
- h. **STEP 8: COST RECOVERY FOR CONTRACTOR**
Project costs for the PAQ project work shall be reimbursable upon formal acceptance by the state agency's designated Project Manager in accordance with the milestones for compensation outlined in the PAQ.
- i. **GENERAL REQUIREMENTS**
- 1) The contractor shall submit draft and final PAQs in a timely manner. The state agency and the contractor shall mutually agree upon the prescribed number of days for the contractor to submit the draft and final PAQs.
 - 2) The state agency's designated Project Manager reserves the right to reject any contractor-submitted PAQ, and/or request the contractor to submit a revised PAQ with adjustments (revised cost, length of time, solution recommendation, etc.).
 - 3) The contractor shall not be paid for the preparation of the PAQ.
 - 4) The contractor should provide a percentage discount to be applied to the contractor's hourly rates for projects/tasks that are of a three-month or greater duration.
 - 5) A PAQ request, the draft and final PAQs, and the contractor's project work must be within the scope of the performance requirements identified in the contract which the contractor was awarded and must not change any provision of the contract.

- 6) Any changes to the PAQ must be formalized in writing as an official revision to the final PAQ. The format of PAQ revisions shall be consistent with the format of the final PAQ as outlined above, including the distribution of the original to the DPMM, a copy to the contractor and retaining a copy for the state agency's designated Project Manager. The contractor shall agree and understand the firm, fixed cost stated in the final PAQ shall not be increased unless the state agency requests a corresponding increase in the scope of work under the PAQ. If the scope of work does not increase, the contractor shall complete all work agreed upon in the PAQ at the firm, fixed cost stated in the PAQ.
- 7) The state agency's designated Project Manager shall have the right to terminate the PAQ at any time, for the convenience of the agency, without penalty or recourse, by giving written notice to the contractor at least five (5) working days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the agency's designated Project Manager become the property of the State of Missouri. The contractor shall be entitled to receive just and equitable compensation for that work completed pursuant to the PAQ prior to the effective date of termination.
- 8) The duration of any PAQ must not exceed the effective contract period.
- 9) Project Assessment Quotation Invoicing: The contractor shall submit an itemized invoice to the state agency within thirty (30) days after completion of and in accordance with the mutually agreed upon milestones for compensation of project costs for the contractor's project work (as specified in applicable Project Assessment Quotation). The contractor shall provide applicable contractor staff time sheets (to include contractor's staff name, dates, time worked on specific tasks, and a listing of the tasks of the project worked on) to the agency with the invoice in order to validate the invoice information. The contractor shall submit invoices and time sheets to the address as designated by the state agency.

4.10 Other:

- 4.10.1 Single Point of Contact: The contractor must function as the single point of contact for the state agency, regardless of any subcontract arrangements for all products and services. This shall include assuming responsibility and liabilities for all problems relating to all hardware, software and services provided.
- 4.10.2 Travel Expenses: No additional travel expense payments and/or reimbursements shall be made to the contractor for providing the services described herein. If travel expenses are incurred in providing services to the state agency, then such travel expense must be reflected in the pricing specified herein.

5. PROPOSAL SUBMISSION INFORMATION AND REQUIREMENTS:

This section of the RFP includes information and instructions to the offeror that are integral to vendors offering a proposal. The contents of this section are informational and instructional. Some of the instructional provisions may require certain actions by the vendor in offering a proposal.

5.1 Preparation and Submission of Proposals:

5.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING WEB SITE IS NOT AVAILABLE FOR THIS RFP.

5.1.2 Proposal Organization: In order to provide optimal readability of their proposal by evaluators, offerors are strongly encouraged to organize their proposal as follows:

Signed RFP and RFP Amendment Cover Pages

Table of Contents

Transmittal Letter/Executive Summary

Exhibit A - Cost Proposal

Exhibit B - Functional and Technical Capabilities and Contractor Support and Method of Performance

Exhibit C - Offeror Experience/Reliability and Expertise of Proposed Staff

Exhibit D - Participation by Other Organizations

Exhibit E - Certification of Debarment, Suspension, Ineligibility and Voluntary Exclusion

Exhibit F - Other Requested Information

- a. Offerors are strongly encouraged to structure their proposal so that the individual provisions of the exhibit language precede each of the offeror's responses. Offerors are discouraged from referring evaluators to other sections of their proposal to find their response to a particular RFP provision. Poorly organized or responded to proposals may result in reduced subjective evaluation consideration being given.
- b. Offeror's proposal should be well-organized and straightforward providing for easier review. Offeror should organize the pages of their proposal into the above referenced sections.

5.1.3 Conciseness/Completeness of Proposal: It is highly desirable that the offeror respond in a complete, but concise manner. Offerors should limit their proposal's contents only to items that provide substance, quality of content, and clarity of information. However, offerors are cautioned that their failure to provide adequate information to completely address the specified evaluation criteria may cause an adverse impact on the evaluation of their proposal.

5.1.4 Proposal Copies:

- a. The offeror's proposal should include an original document, plus eleven (11) copies for a total of twelve (12) documents.
- b. In addition the offeror should provide one (1) copy of their entire proposal, including all attachments, in Microsoft compatible format on diskette(s) or CD(s). This "soft" copy of the proposal should be identical in content to the original proposal and hard copies provided.
- c. Both the original and the copies should be printed on recycled paper and double sided. All proposals and copies should minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves and binding.

5.1.5 Imaging Ready:

Each proposal received is scanned into the Division of Purchasing and Materials Management imaging system after a contract(s) is executed or after all proposals are rejected. In preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposal. Glue bound materials should not be used.

5.1.6 Open Records: The offeror's proposal shall be considered open record upon award of the RFP pursuant to Section RSMo 610.021 (State of Missouri Revised Statutes).

- a. The offeror shall not submit their entire proposal as proprietary or confidential. The offeror may submit a part of the proposal as confidential, but only if the proprietary or confidential nature of the material is provided for in RSMo 610.021. Proprietary or confidential portions of the offeror's proposal allowed by the statute shall be separated, sealed and clearly marked as confidential within the offeror's proposal. Also, the offeror shall provide adequate explanation of what qualifies the material to be held confidential pursuant to the provision of RSMo 610.021.

5.1.7 Compliance with Requirements, Terms and Conditions: Offerors are cautioned that the State of Missouri shall not award a non-compliant proposal. Consequently, any offeror indicating non-compliance or providing a response in conflict with mandatory requirements, terms, conditions or provisions of the RFP shall be eliminated from further consideration for award.

5.1.8 Business Compliance: The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that he/she and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but may not 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)

NOTE: The Secretary of State is responsible for the registration of all Missouri and out-of-state business entities doing business in Missouri. These business entities include: for profit and nonprofit corporations, limited liability companies, limited partnerships, and many others. Missouri corporations must file articles of incorporation, while out-of-state corporations must obtain a certificate of authority. In addition, all corporations must file various documents required by law, such as amendments, mergers, consolidation instruments, articles of dissolution and terminations. For further information please go to the following web site: <http://www.sos.mo.gov/business/corporations/> or contact the Corporations Division of the Secretary of State office located at the James C. Kirkpatrick State Information Center, P.O. Box 778, Jefferson City, Missouri 65102, Telephone: (573) 751-4153.

5.1.9 Foreign Vendors: If you are a foreign company and do not have an Employer Identification Number assigned by the United States Internal Revenue Service (IRS), you will need to 1) complete the appropriate IRS W-8 form (found on the www.irs.gov website), 2) complete a State of Missouri Vendor Input Form located at www.oa.mo.gov/acct/ (on the right side of the screen under "FORMS") and 3) fax these documents along with a cover letter that states that you wish to register on the State of Missouri On-Line Bidding/Vendor Registration System website to the fax number listed in the Vendor Input Form instructions. The cover letter must include the e-mail address of the individual submitting the documentation. The documentation must be processed by the State of Missouri prior to conducting business with the state. Once the information has been processed, your company will be provided, via e-

mail, a number that may be used to register as a State of Missouri vendor through this On-Line Bidding/Vendor Registration System website (<https://www.moolb.mo.gov>).

- a. If your company is a foreign company and you have an Employer Identification Number assigned by the IRS, completing an IRS W-8 form will not be necessary and you may register as a vendor with the State of Missouri through the On-Line Bidding/Vendor Registration System website by using the Employer Identification Number assigned to your company by the IRS.
- b. When submitting your bid/proposal, attach a note to the front page advising DPMM whether you have (1) submitted a W-8 prior to submission of the bid/proposal, (2) included the completed W-8 form with your bid/proposal, or (3) registered with the State of Missouri through the On-Line Bidding/Vendor Registration System website using your Employer Identification Number.

5.2 Evaluation and Award Process:

5.2.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

- a. Cost Proposal 80 points
- b. Functional and Technical Capabilities & Contractor Support and Method of Performance.... 55 points
- c. Experience/Reliability and Expertise Of Proposed Staff 55 points
- d. MBE/WBE Participation 10 points

5.2.2 Proposal Presentation, System Demonstration and/or Question/Answer Conferences: After an initial screening process, a proposal presentation, system demonstration and/or a question/answer conference may be conducted with the offeror, if deemed necessary. Attendance cost at the conference shall be at the offeror's own expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.

5.2.3 Competitive Negotiation of Proposals:

- a. The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:
 - 1) Negotiations may be conducted in person, in writing, or by telephone.
 - 2) Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
 - 3) Terms, conditions, prices, methodology, or other features of the offeror’s proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

- 4) The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

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

- a. In order to qualify for the ten bonus points, the offeror must meet the following conditions and provide the following evidence:
 - 1) The offeror must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
 - 2) The offeror must use the organization for the blind or sheltered workshop in a manner that will constitute an added value or provide a service required as part of the performance of the contract.
 - 3) The offeror must provide the following information with the proposal:
 - Participation Commitment - The offeror must complete Exhibit D, Participation Commitment, by identifying the organization for the blind or sheltered workshop, the amount of participation committed, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror must be listed in the appropriate table on the Participation Commitment Form.
 - Documentation of Intent to Participate – The offeror must either provide a properly completed Exhibit D, Documentation of Intent to Participate Form, signed by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide; (2) must indicate the organization for the blind/sheltered workshop's commitment to aid the offeror in the performance of the required services and/or provision of the required products (identified by the Request for Proposal (RFP) number or other identifier) in an amount that must equal the amount specified on the offeror's Participation Commitment Form, Exhibit D; and (3) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).
- b. A list of Missouri sheltered workshops can be found at the following internet address:
<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.
- c. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following internet addresses:
<http://www.lhbindustries.com>
<http://www.alphapointe.org>
- d. Commitment – If the offeror's proposal is awarded, the participation committed to by the offeror on Exhibit D, Participation Commitment, as verified by the organization for the blind/sheltered workshop's documentation of intent to participate, shall be interpreted as a contractual requirement.

5.3 Evaluation of Cost:

5.3.1 The offeror must respond to Exhibit A, Pricing Proposal, by stating firm, fixed pricing as specified for **all applicable costs necessary to satisfy the requirements of the RFP**. Unless stated in the Pricing Section, the state shall assume that absolutely no other fees or charges will be assessed to the state whatsoever in connection with the services provided herein and to satisfy the RFP requirements. Therefore, the successful offeror shall be responsible for any additional costs.

5.3.2 Objective Evaluation of Cost: The cost evaluation shall be based on a total cost determined using the estimated quantities provided and the firm fixed prices stated on the Pricing Page for the original and each potential renewal period. The cost evaluation shall include all applicable costs necessary to satisfy the requirements of the RFP.

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

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \quad X \quad 80 \quad = \quad \text{Cost evaluation points}$$

- b. The offeror shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect actual nor anticipated usage.

5.4 Functional and Technical Capabilities & Contractor Support and Proposed Method of Performance:

5.4.1 The offeror must provide information relative to the offeror's proposed method of performance, especially information as it relates to the offeror's ability to provide the requirements of this RFP. It is highly desirable that the offeror respond to the information requested in Exhibit B for purposes of evaluating the offeror's proposed method of performance.

- a. The accessibility of the offeror's proposed product(s) will be considered in the subjective evaluation. The state recognizes that many commercial products do not conform 100% to the accessibility standards. Therefore, in evaluation of technical capabilities, the state shall subjectively evaluate the offeror's proposal based on the degree of conformance to the accessibility standards. The subjective evaluation of accessibility will be subservient to the general, technical and functional requirements of the product.

5.5 Offeror Experience/Reliability and Expertise of Proposed Staff:

5.5.1 The offeror must provide information relative to the offeror's proposed experience and reliability and the expertise of proposed personnel, especially information as it relates to the offeror's ability to provide the requirements of this RFP. It is highly desirable that the offeror respond to the information requested in Exhibit C for purposes of evaluating the offeror's proposed experience/reliability and expertise of personnel.

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

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

- a. These targets can be met by a qualified MBE/WBE offeror themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.
- b. Work performed by MBE/WBEs must provide a commercially useful function related to the delivery of the service/product required herein.
- c. In order to be considered as meeting these targets, the MBE/WBEs must be “qualified” at the time the proposal is submitted. (See below for a definition of a qualified MBE/WBE.)

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

- a. The offeror’s failure to propose any commercially useful MBE/WBE participation shall result in a score of 0 in this evaluation category.
- b. Offerors proposing to meet or exceed the State of Missouri targets of 10% MBE and 5% WBE participation shall receive the maximum points in this category.
- c. Lesser participation commitments shall receive a lesser amount of the maximum points.

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

- a. Participation Commitment - If the offeror is proposing MBE/WBE participation, the offeror must complete Exhibit D, Participation Commitment, by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror must include the offeror in the appropriate table on the Participation Commitment Form.
- b. Documentation of Intent to Participate – The offeror must either provide a properly completed Exhibit D, Documentation of Intent to Participate Form, signed by each MBE and WBE proposed or must provide a recently dated letter of intent signed by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide; (2) must indicate the MBE/WBE’s commitment to aid the offeror in the performance of the required services and/or provision of the required products (identified by the Request for Proposal (RFP) number or other identifier) in an amount that must equal the percentage specified on the offeror’s Participation Commitment Form, Exhibit D; and (3) should include evidence that the MBE/WBE is qualified, as defined herein. (i.e. the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri OSWD.)

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

5.6.5 Definition -- Qualified MBE/WBE:

- a. In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Supplier and Workforce Diversity (OSWD) at the time of submission of the proposal.
- b. MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities

or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.

- c. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts, and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.

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

Office of Administration, Office of Supplier and Workforce Diversity
Harry S Truman Bldg., Room 630
P.O. Box 809
Jefferson City, MO 65102-0809
Phone: (877) 259-2963 or (573) 751-8130
Fax: (573) 522-8078
Web site: www.oswd.mo.gov

5.7 Other Exhibits:

- 5.7.1 Debarment Certification: Offerors should complete and return Exhibit E certification regarding debarment, etc., with their proposal. This document must be satisfactorily completed prior to award of the contract.
- 5.7.2 Other Requested Information: The offeror should respond to the information requested in Exhibit F, Other Information.

**EXHIBIT A
COST PROPOSAL**

A.1 REQUIRED PRICING

The offeror shall complete the following required cost pricing tables (or in a form similar to the pricing tables) and provide firm, fixed pricing necessary to meet the requirements of the RFP.

No additional travel expense payments and/or reimbursements shall be made to the contractor for providing the on-site/in-house services described herein. If travel expenses are incurred in providing on-site/in-house services to the agency, then such travel expense must be reflected in the pricing specified in Exhibit A.

The estimated quantities stated herein are for cost analysis purposes. The State of Missouri makes no guarantees about single order quantities or total aggregate order quantities. The State of Missouri shall not guarantee any minimum or maximum amount of the contractor’s products/services that may be required under the contract.

DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE (Qty. x Unit Price)
Planning Meetings			\$ _____	\$ _____
Development and Planning 1. Research other organ and tissue donor registries 2. Public access and notification 3. Web page(s) 4. Data elements 5. Communication system and monitoring 6. Administrator access and system auditing 7. DOR compatible 8. OPO and tissue bank compatible 9. Data uploads from multiple sources 10. Offline import 11. Mobile enrollment module 12. On-line module 13. Manual entry by the department 14. Event awareness and evaluation module 15. Customizable reports 16. 99% - 24/7 – 365 17. Free third party software			\$ _____	\$ _____
Planning documents			\$ _____	\$ _____
Alpha System			\$ _____	\$ _____
Beta System			\$ _____	\$ _____

DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE (Qty. x Unit Price)
System and data hosting and maintenance 1. Limited server access 2. Surveillance system 3. Climate controls 4. Backup system 5. 24/7 – 365 6. Daily and weekly backups 7. Electronic backups 8. Updates 9. Independent system			\$ _____	\$ _____
Familiarity with federal registry development reports			\$ _____	\$ _____
Consortium involvement and meetings			\$ _____	\$ _____
Secure Internet Site –direct contributions			\$ _____	\$ _____
Web usage tracking report			\$ _____	\$ _____
Implementation/installation			\$ _____	\$ _____
Data conversion			\$ _____	\$ _____
Data verification			\$ _____	\$ _____
Progress Reports			\$ _____	\$ _____
Training			\$ _____	\$ _____
Disaster recovery			\$ _____	\$ _____
Maintenance and technical support			\$ _____	\$ _____
System support			\$ _____	\$ _____
Warranties			\$ _____	\$ _____

DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE (Qty. x Unit Price)
			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____
TOTAL:				\$ _____

A.2 OTHER REQUIRED PRICING

The offeror must state below all applicable firm, fixed costs necessary to satisfy the requirements of the RFP. Unless stated in Exhibit A, the state shall assume that absolutely no other fees or charges will be assessed to the state whatsoever in connection with the products/services required to be provided by the contractor to satisfy the RFP requirements.

DESCRIPTION/COMMENTS	UNIT OF MEASURE	UNIT PRICE
Project Assessment Quotation (PAQ) consulting rates (please specify consultant classification and itemize classification rates below – such as Programmer, DBA, Functional Expert, Technical Writer, Trainer, etc). No separate or additional travel expense payments and/or reimbursements shall be made to the contractor for providing any services, therefore the contractor’s travel expenses are required to be reflected/incorporated into the per hour rates specified in Exhibit A.	Per Hour	
	Per Hour	\$ _____
	Per Hour	\$ _____
	Per Hour	\$ _____
	Per Hour	\$ _____

A.3 OPTIONAL PRICING

The offeror may provide firm, fixed pricing for optional services, expansion options and/or enhancements for the proposed services.

<u>DESCRIPTION/COMMENTS</u>	<u>UNIT OF MEASURE</u>	<u>UNIT PRICE</u>

A.4 RENEWAL OPTIONS FOR ALL PRICING

The Division of Purchasing and Materials Management shall have the sole option to renew the contract for seven (7) additional one-year periods, or any portion thereof.

The offeror must indicate below the maximum allowable percentage of price increase or **guaranteed** minimum percentage of price decrease applicable to the renewal option periods. The quoted percentage(s) shall apply to each itemized component stated in Exhibit A. **If a percentage is not quoted (i.e. left blank), the state shall have the right to execute the option at the same price(s) quoted for the original contract period.** Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

All increases or decreases shall be calculated against the **ORIGINAL** contract price, NOT against the previous year's price. A CUMULATIVE CALCULATION SHALL NOT BE UTILIZED.

The percentages indicated below will be used in the cost evaluation to determine the potential maximum financial liability to the State of Missouri.

NOTICE: DO NOT COMPLETE BOTH a maximum increase and a minimum decrease for the same renewal period.

APPLIES TO PAQ RATES, MAINTENANCE, HELP DESK SERVICES, TRAINING, & OPTIONAL COSTS

Renewal Period	Maximum Increase	OR	Minimum Decrease
1 st Renewal Period:	original price + ____%		original price - ____%
2 nd Renewal Period:	original price + ____%		original price - ____%
3 rd Renewal Period:	original price + ____%		original price - ____%
4 th Renewal Period:	original price + ____%		original price - ____%
5 th Renewal Period:	original price + ____%		original price - ____%
6 th Renewal Period:	original price + ____%		original price - ____%
7 th Renewal Period:	original price + ____%		original price - ____%

EXHIBIT B
FUNCTIONAL AND TECHNICAL CAPABILITIES &
CUSTOMER SUPPORT AND METHOD OF PERFORMANCE

The following information should be provided by the offeror in order to verify the functional and technical capabilities as well as the customer support and method of performance. The evaluation shall be subjective and based on the requirements stated herein. Therefore, the offeror should present detailed information. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

NOTE: FAILURE TO PROVIDE ADEQUATE INFORMATION TO COMPLETELY ADDRESS THE SPECIFIED EVALUATION CRITERIA WILL AT LEAST RESULT IN MINIMAL SUBJECTIVE CONSIDERATION AND MAY RESULT IN REJECTION OF THE OFFEROR'S PROPOSAL.

Proposals shall be subjectively evaluated based on the offeror's distinctive plan for performing the requirements of the RFP; development, implementation and support of the organ and tissue donor registry system. Therefore, the offeror should present a written narrative, which demonstrates the method or manner in which the offeror proposes to satisfy these requirements to include a description of all services to be provided by the offeror for each area. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action. This written narrative *should* include information pertaining to the following areas:

1. **General Requirements:** Describe your proposed method of developing a donor registry system which meets the following minimum general requirements:
 - A. All system components must be integrated
 - B. Efficient database searches
 - C. Public registration
 - D. Current data conversion
 - E. Research of existing systems
 - F. Core competencies
 1. Project planning
 2. Interface design/system usability
 3. Interface development
 4. Industry standard programming
 5. Industry standard web application
 6. System architecture and integration
 7. Variety of data collection systems
 8. Multiple hosting services
 9. Confidentiality
 - G. Meetings and communication methods
 - H. Resources
 - I. Software licenses

2. **Technical Requirements:** Describe your proposed method of meeting the following technical requirements:
 - A. Technical requirements include:
 1. Architecture layers
 2. SOAP and XML support
 3. Web interfaces
 4. CITRIX Dial-up
 5. System appearance
 6. Data transmission speed
 7. Logical separation
 8. VPN
 9. Missouri Enterprise Architecture Standards
 - B. Application code:

- C. System architecture
 - D. On-line access
 - E. Download functionality
 - F. Section 508 compliant
 - G. State of Missouri IT Accessibility Standards compliant
 - H. HITSP compliant
3. **Project Staffing:** The offeror should describe how they will staff the project including the number of staff utilized for each respective phase or deliverable and how they will provide continuous personnel and other resources necessary throughout the term of the project.
 4. **Subcontractors:** The offeror should identify subcontractors and partners and describe how they will be utilized, including the percentage of work performed by subcontractors/partners, for the implementation and technical support of the system.
 5. **Missouri Products:** The offeror should provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products. This description should include the following information:
 - A. The offeror should provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
 - B. The offeror should provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.
 6. **Response to RFP Requirements:** Within the offeror's response to Exhibit B, the offeror should detail how they intend to satisfy the requirements outlined in the requirements of the RFP. In doing so, the offeror should insert their response immediately following the paragraph to which they are responding in the appropriate section of the RFP. The offeror should describe how the requirements will be fulfilled by the proposed service offerings and to what degree the requirements are met and/or exceeded. This description should also include by whom, when, with what, why, where, etc., the requirements will be satisfied. PLEASE USE THE SAME PARAGRAPH NUMBERING SCHEME OF THE RFP WHEN RESPONDING TO EACH PERFORMANCE SPECIFICATION.

EXHIBIT C
OFFEROR EXPERIENCE/RELIABILITY AND EXPERTISE OF PROPOSED STAFF

The evaluation of the offeror's experience, expertise and reliability shall be subjective based on the requirements stated herein. Therefore, the offeror should present detailed information regarding current and/or prior experiences and expertise in providing the services and reliability of the organization and the proposed key staff. The following information should be provided by the offeror in order to verify their proposed experience, expertise and reliability. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

NOTE: FAILURE TO PROVIDE ADEQUATE INFORMATION TO COMPLETELY ADDRESS THE SPECIFIED EVALUATION CRITERIA WILL AT LEAST RESULT IN MINIMAL SUBJECTIVE CONSIDERATION AND MAY RESULT IN REJECTION OF THE OFFEROR’S PROPOSAL.

C.1 EXPERIENCE ORGANIZATION:

1. The offeror should describe any previous project experiences of a similar nature and complexity in scope, responsibility and technologies involved as what is described in this RFP. If the offeror has any specific experience with registry systems, then such experience should be listed and provide a description of the offeror involvement or depth of knowledge of the system.
2. The offeror should describe the history of the company. The offeror should indicate the number of years their firm has been providing similar type services.
3. The offeror should provide reference contact information (name, role in project, phone and e-mail. **Please verify correct e-mail addresses prior to submitting**) for the projects described pursuant to the above in order to allow the evaluators to verify the information. Utilizing the table below (or in a similar format), the offeror should provide up to three (3) references that may be contacted. In addition, the offeror should provide up to three (3) references that may be contacted for any/each subcontractor that the offeror proposes to utilize to meet the requirements of the RFP. Please clearly indicate which references are for subcontractor(s). Please make sure the contact information, including the email addresses, are current, correct and available for reference contact.

The evaluator’s inability to contact a reference due to incorrect or inaccurate reference information or failure of the reference contact person to respond shall be considered an invalid reference.

REFERENCE	
Contracting Agency/Entity Client Name:	
Contact Name:	
Contact Title:	
Description of Role / Responsibility the above contact person had in referenced project work:	
Contact Phone Number:	
Contact Email Address: <small>*reminder to verify accuracy of email address*</small>	
Applicable Dates of Project Work	
Description of Role / Responsibility of each the <u>offeror’s staff</u> had in referenced project work:	

<p>Brief Description of Prior/Current Services Performed:</p>	
<p>Status of Current Project / Results & Outcomes of the Project</p>	

C.2 RELIABILITY OF THE ORGANIZATION:

1. The offeror should provide information that documents the depth and number of resources (i.e., financial, supplies, facilities, infrastructure, and human resources) to ensure completion of all RFP requirements. The offeror should document how sufficient resources will be provided to the State of Missouri.
2. The offeror should describe their organization and the organization of their proposed subcontractor’s(s’) organization as it relates to the reliability and market strength/stability of the organization.
3. The offeror *should* provide a corporate organization chart. If the offeror’s company is a subsidiary of a parent company, the organization chart should be that of the subsidiary company; however, specify the parent company name within the title of the organization chart. The chart should display the company’s structure. The chart *should* also include statements that disclose the legal structure of your company, including the date established and the State in which the company is incorporated
4. The offeror *should* describe any other companies and organizations that are strategic partners or alliances. Explain what benefits the agency will receive from these alliances and/or partners as it relates to the provision of the required system and services described herein. Offeror *should* disclose any corporate affiliations regarding other information technology service organization affiliations, etc.
5. The offeror should indicate whether there is currently and within the past twelve months any legal actions, suits, or proceedings, pending or threatened against the offeror’s organization. Explain circumstances. For any subcontractors proposed the same information should be provided for the subcontractor’s organization.
6. The offeror should indicate whether or not they have had contracts with other governmental and/or private entities that have been canceled prior to expiration or contracts not renewed after the initial contract period within the past five (5) years. Explain circumstances/reasons for the cancellation and/or non-renewal.

C.3 EXPERTISE OF PERSONNEL:

1. List the key personnel proposed by the offeror and any subcontractor along with a description of the key personnel's duties and responsibilities.
 - A. The offeror should provide a resume for each key personnel to include the following information:
 1. Name,
 2. Education,
 3. Training/Certifications,
 4. Technical/Functional/Business experience within the past few years (not to exceed 7 years) especially as it relates to the RFP requirements. Indicate the approximate percent (%) of time the contractor's staff person participated in the implementation process for each project.
 5. Their tenure with the offeror's company
 6. Reference(s) - a minimum of one reference per key staff person should be provided that includes information regarding client name, title, company name, address, telephone number and email address.
2. The offeror should provide detailed information about the experience and qualifications of the key staff assigned to this project. **Identify whether the staff is that of the contractor or subcontractor.**

**EXHIBIT D
PARTICIPATION BY OTHER ORGANIZATIONS**

D.1 Organization for the Blind/Sheltered Workshop and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Participation Commitment –

If the offeror is committing to participation by or if the offeror is a qualified organization for the blind/sheltered workshop and/or MBE/WBE, the offeror must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed exhibit with the offeror’s proposal.

Organization for the Blind/Sheltered Workshop Commitment Table		
Name of Organization for the Blind or Sheltered Workshop Proposed	Committed Participation (\$ amount or % of total value of contract)	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop

For Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) Participation, if proposing an entity certified as both MBE and WBE, the offeror must either (1) enter the participation percentage under MBE or WBE, or must (2) split the participation between both MBE and WBE. If splitting the participation between both MBE and WBE, do **not double count** the participation.

MBE Participation Commitment Table		
Name of Each Qualified Minority Business Enterprise (MBE) Proposed	Committed Percentage of Participation for Each MBE (% of the Total Contract Value)	Description of Products/Services to be Provided by Listed MBE
1.	%	
2.	%	
3.	%	
4.	%	
Total MBE Percentage:	%	

WBE Participation Commitment Table		
Name of Each Qualified Women Business Enterprise (WBE) proposed	Committed Percentage of Participation for Each WBE (% of the Total Contract Value)	Description of Products/Services to be Provided by Listed WBE
1.	%	
2.	%	
3.	%	
4.	%	
Total WBE Percentage:	%	

EXHIBIT D CONTINUED

D.2 DOCUMENTATION OF INTENT TO PARTICIPATE

If the offeror is proposing to include the participation of an Organization for the Blind/Sheltered Workshop and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) in the provision of the products/services required in the RFP, the offeror must either provide a recently dated letter of intent from each organization documenting the following information, or complete and provide this Exhibit with the offeror's proposal.

~ Copy This Form For Each Organization Proposed ~

Offeror
Name:

This Section To Be Completed by Participating Organization:

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

Indicate appropriate business classification(s):

_____ MBE _____	_____ WBE _____	_____ Organization for the Blind _____	_____ Sheltered Workshop _____
-----------------	-----------------	--	--------------------------------

Name of Organization _____

Contact Name: _____ Email: _____

Address: _____ Phone #: _____

City: _____ Fax #: _____

State/Zip: _____ Certification #: _____

(or attach copy of certification)

Describe the products/services you (*as the participating organization*) have agreed to provide:

Document the amount of participation the offeror has committed to you (*as the participating organization*) for the products/services you are providing:

If MBE/WBE: _____

% of Total Value of Contract

If Organization for Blind / Sheltered Workshop: _____ or _____

% of Total Value of Contract
Total Dollar Amount

Authorized Signature:

Authorized Signature of Participating Organization

Date

EXHIBIT E

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

Instructions for Certification

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

EXHIBIT E (continued)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date

EXHIBIT F
OTHER REQUESTED INFORMATION

F.1 CONTACT INFORMATION

If different from the information provided on the front page of the RFP, the offeror should provide all necessary contact information including the RFP Coordinator, Contract Coordinator if awarded a contract, etc.

RFP COORDINATOR CONTACT INFORMATION <i>i.e. person to be contacted for questions and other coordination activities regarding the offeror's proposal</i>	
NAME:	
JOB TITLE:	
PHONE:	
FAX #:	
EMAIL:	

CONTRACT COORDINATOR CONTACT INFORMATION <i>i.e. person to be contacted for questions and other coordination activities regarding an awarded contract</i>	
NAME:	
JOB TITLE:	
PHONE:	
FAX #:	
EMAIL:	

F.2 OFFERORS AS EMPLOYEES

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

Name and title of state employee, General Assembly member or statewide elected official: _____

Name of state agency where employed: _____

Percentage of ownership interest in offeror's organization held by state employee, General Assembly member or statewide elected official: _____%

**STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL**

1. TERMINOLOGY/DEFINITIONS

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

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

2. APPLICABLE LAWS AND REGULATIONS

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

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

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

4. PREPARATION OF PROPOSALS

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

5. SUBMISSION OF PROPOSALS

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

6. PROPOSAL OPENING

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

7. PREFERENCES

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

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding/Vendor Registration System website for Premium registered offerors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- o. The final determination of contract(s) award shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

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

10. INVOICING AND PAYMENT

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

11. DELIVERY

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

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any

warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

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

14. CONFLICT OF INTEREST

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

15. REMEDIES AND RIGHTS

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

16. CANCELLATION OF CONTRACT

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

17. COMMUNICATIONS AND NOTICES

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

18. BANKRUPTCY OR INSOLVENCY

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

19. INVENTIONS, PATENTS AND COPYRIGHTS

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

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;

- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

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

21. AMERICANS WITH DISABILITIES ACT

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

22. FILING AND PAYMENT OF TAXES

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

23. TITLES

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

Revised 02-15-08

ATTACHMENT 1
DATA ITEMS IN THE ORGAN DONOR REGISTRY DATABASE

From the Donor table: (General information about each donor)

DONOR_ID: Unique Identifier assigned to each record
 ORGAN_DONOR: Identifies willingness to be in the registry. Should always be Y
 FUND_DONATION: Did participant make a monetary donation to the registry? Default is N
 STATUS_CODE: Status of donor: active, inactive, or deceased.
 CLOSURE_DATE: Not currently used
 SOURCE_CODE: Source of record (DMV, DHSS-Direct, etc.)
 RACE: Recently updated to represent Y or N answers to 5 different race categories.
 SEX: Gender
 DATE_OF_BIRTH: Date of birth
 BIRTH_YEAR: Year of birth
 BIRTH_MONTH: Month of birth
 SSN: Social Security number
 ENROLLMENT_DATE: Date of last enrollment in the registry
 EXPIRATION_DATE: date that current enrollment expires. 9999 if the record source is DHSS Direct.
 BATCH_NUMBER: Assigned to batches of hard-copy enrollment forms received by the registry
 EMAIL_ADDRESS: Optional field in online enrollment form
 CONTACT_PREFERENCE: Optional field in online enrollment, whether postal or e-mail contact is preferred
 ETHNICITY: Y or N to 2 different ethnic categories.
 ENTRY_DATETIME: Date and time record was originally entered in the database.
 ENTRY_USERID: Identifier that describes how a record was originally loaded in the database.
 LAST_CHANGED_DATETIME: Date and time a record was last updated
 LAST_CHANGED_USERID: Identifier of who last updated a record

From the Donor Data table: (These are the records which are collected and sent to the registry from the weekly DOR file)

ORGAN_DONOR: Should always be Y
 FUND_DONATION: Did they make a monetary donation to the registry?
 SEX: Gender
 DATE_OF_BIRTH: Date of birth
 SSN: Social Security Number
 STREET: Residential street name and number
 CITY: city of residence
 STATE: state of residence (if not Missouri, then identified as out-of-state)
 ZIP: postal code
 COUNTY: county of residence
 FIRST_NAME: first name
 MIDDLE_NAME: middle name
 LAST_NAME: last name
 SUFFIX: suffix (Jr., Sr., III, etc)
 LICENSE_NUMBER: License number
 LICENSE_ISSUE_DATE: Date current license was issued
 LICENSE_OFFICE_CODE: License office from which the license was issued
 LICENSE_EXPIRATION_DATE: Expiration date of license
 ETHNICITY: Y or N to 2 different ethnic categories
 RACE: Recently updated to represent Y or N answers to 5 different race categories

From the Donor Address table: (Geographic information about each donor)

STREET: Street name and number of residence

CITY: City of residence

STATE: State of residence (if not Missouri, then identified as out-of-state)

ZIPCODE: zip code of residence

ZIP_PLUS_FOUR: 4 digit extension (optional field)

COUNTY: County of residence

ENTRY_DATETIME: Date and time record was originally entered in the database.

ENTRY_USERID: Identifier that describes how a record was originally loaded in the database.

LAST_CHANGED_DATETIME: Date and time a record was last updated

LAST_CHANGED_USERID: Identifier of who last updated a record

From Donor County by Age table: (This table is recalculated weekly)

COUNTY: County name

AGE_LESS_EQUAL_14: Age <= 14

AGE_15_TO_17: Age between 15 and 17

AGE_18_TO_24: Age between 18 and 24

AGE_25_TO_34: Age between 25 and 34

AGE_35_TO_44: Age between 35 and 44

AGE_45_TO_54: Age between 45 and 54

AGE_55_TO_64: Age between 55 and 64

AGE_65_PLUS: Age 65 and older

TOTAL: Total enrollment in county

From Donor County by Age Alt table: (This table is recalculated weekly. It is an alternate age-group breakdown of the same data that is in the Donor County by Age table.)

COUNTY:

AGE_LESS_EQUAL_14:

AGE_15_TO_19:

AGE_20_TO_24:

AGE_25_TO_34:

AGE_35_TO_44:

AGE_45_TO_54:

AGE_55_TO_64:

AGE_65_PLUS:

TOTAL:

From the Donor County by Sex table: (This table is recalculated weekly)

COUNTY: County name

MALE_COUNT: Number of males enrolled in registry

FEMALE_COUNT: Number of females enrolled in registry

TOTAL: total enrollment in registry, by county

From the Online records: (all data is self-reported)

DONOR_DATA_ONLINE_ID: Temporary ID assigned to online records, before they are added to the registry

ORGAN_DONOR: should always be Y

SEX: Gender

DATE_OF_BIRTH:

SSN: Social Security Number (if license number is not given)

STREET: Residential street name and number

CITY: city of residence

STATE: State of residence (if not Missouri, then identified as out-of-state)

ZIP: four digit postal code

ZIP_PLUS_FOUR: four digit postal code extension

COUNTY: county of residence

FIRST_NAME: first name

MIDDLE_NAME: middle name

LAST_NAME: last name

SUFFIX: suffix (Jr., Sr., III, etc)

LICENSE_NUMBER: license number (if SSN is not given)

SUBMISSION_DATE: date the record was submitted online

LICENSE_OFFICE_CODE: 3 digit code to represent "online"

LICENSE_EXPIRATION_DATE: 9999

EMAIL_ADDRESS: optional field, if participant wishes to be contacted via e-mail

CONTACT_PREFERENCE: Optional field (Postal or E-mail contact preferred)

HOW_HEAR: How did participant hear about online enrollment

RACE: Recently updated to represent Y or N answers to 5 different race categories

ETHNICITY: Y or N to 2 different ethnic categories

From Donor License table: (Information about which license office through which the participant enrolled)

LICENSE_NUMBER: License number

LICENSE_OFFICE_CODE: License office at which participant most recently registered

FIRST_NAME: First name

MIDDLE_NAME: Middle name

LAST_NAME: Last name

ENTRY_DATETIME: Date and time record was originally entered in the database.

ENTRY_USERID: Identifier that describes how a record was originally loaded in the database.

LAST_CHANGED_DATETIME: Date and time a record was last updated

LAST_CHANGED_USERID: Identifier of who last updated a record

From Donor Office by Age table: (Calculated weekly, age of donors by License office at which they last signed up.)

OFFICE: License office

AGE_LESS_EQUAL_14: Age-group 14 and under

AGE_15_TO_17: Age group 15 to 17

AGE_18_TO_24: Age group 18 to 24

AGE_25_TO_34: Age group 25 to 34

AGE_35_TO_44: Age group 35 to 44
AGE_45_TO_54: Age group 45 to 54
AGE_55_TO_64: Age group 55 to 64
AGE_65_PLUS: Age group 65 and older
TOTAL: Total enrollment, by license office

From Donor Office by Sex table: (calculated weekly, gender of donors by license office at which they last signed up)

OFFICE: License office
MALE_COUNT: Number of males who enrolled
FEMALE_COUNT: Number of females who enrolled
TOTAL: Total enrolled, by license office