



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

RFP NO.: B2Z13021  
 TITLE: Provider Management and Program Integrity System  
 ISSUE DATE: 11/28/12

REQ NO.: NR 30031933000002  
 BUYER: John Stobbart  
 PHONE NO.: (573) 751-3796  
 E-MAIL: John.Stobbart@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 12/28/12 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.

RETURN PROPOSAL AND AMENDMENT(S) TO:

(U.S. Mail) DPMM PO BOX 809 JEFFERSON CITY MO 65102-0809	or	(Courier Service) DPMM 301 WEST HIGH STREET, ROOM 630 JEFFERSON CITY MO 65101-1517
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CONTRACT PERIOD: Date of Award through Five Years

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

**Information Technology Services Division**  
**Acting on behalf of the Department of Social Services**  
**Missouri Medicaid Audit and Compliance Unit**  
**205 Jefferson St. 2<sup>nd</sup> floor**  
**Jefferson City, MO 65102**

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 01/26/12). 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) ___ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN)	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ IRS Tax-Exempt			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

## 1. INTRODUCTION AND GENERAL INFORMATION

*This section of the RFP includes a brief introduction and background information about the intended acquisition 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 and Purpose:

1.1.1 This document constitutes a request for competitive, sealed proposals to procure the technologies and services for the Office of Administration, Information Technology Services Division (ITSD) to streamline the provider management and program integrity processes for the Department of Social Services (DSS) Missouri Medicaid Audit and Compliance Unit (MMAC), located in Jefferson City, Missouri, in accordance with the requirements and provisions stated herein.

1.1.2 The State of Missouri is responsible for the oversight of the Medicaid Title XIX and Title XXI programs. The Missouri Foundation for Health estimates that Missouri loses \$36 million per year to fraud associated with the Medicaid program and the Centers for Medicare and Medicaid Services has cited the State for regulatory compliance issues and vulnerabilities. Missouri seeks to strengthen the integrity of the program by obtaining software and consulting to address both of these areas. The solution provided in response to this RFP shall address these issues by:

- a. Unifying multiple sources of information into one case management system;
- b. Decreasing the time it takes to accept, screen, approve, disapprove and/or terminate potential or existing providers;
- c. Upgrading an outdated architecture;
- d. Adopting methodologies to support changing requirements, monitoring, and overall business needs; and,
- e. Eliminating duplicate data entry.

### 1.2 Organization:

1.2.1 RFP Document Contents: This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

Section 1:	Introduction and Purpose
Section 2:	Functional and Technical Requirements
Section 3:	Performance Requirements
Section 4:	Proposal Submission Information
Section 5:	General Contract Provisions
Exhibit A:	Pricing Pages ( <i>included as separate downloadable document file</i> )
Exhibit B:	Past Performance and Expertise
Exhibit C:	Approach to Requirements and Method of Performance
Exhibit D:	Participation Commitment and Documentation of Intent to Participate
Exhibit E:	Business Entity Certification, Enrollment Documentation and Affidavit of Work Authorization
Exhibit F:	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions

## Exhibit G: Miscellaneous Information

## Terms and Conditions

The offeror is advised that the attachments to this document referenced below provide additional information and instruction. However, due to the size of the electronic files, they are not able to be incorporated into this document but, instead, must be downloaded from the Division of Purchasing and Materials Management's website at: <https://www.moolb.mo.gov>. The attachments are separate downloadable documents located on the same web page from where the RFP document is downloadable. It shall be the sole responsibility of the offeror to obtain each of the attachments. The offeror shall not be relieved of any responsibility for performance under the subsequent contract due to the failure of the offeror to obtain a copy of the attachments.

Attachment 1:	CMS Seven Conditions and Standards
Attachment 2:	CMS MMIS Certification Provider Management Checklist
Attachment 3:	CMS MMIS Certification Program Integrity Checklist
Attachment 4:	COIN Data Elements
Attachment 5:	Lock-In Data Model
Attachment 6:	SURSanalyst Data Model and Elements
Attachment 7:	System Demonstration information
Attachment 8:	Images of Paper-based Provider Enrollment Applications
Attachment 9:	Provider Enrollment Workflow
Attachment 10:	Section 2 Matrix Table for Offeror's response
Attachment 11:	Section 3 Matrix Table for Offeror's response

**1.3 Other Available Documentation:**

1.3.1 The following documents, which are referenced herein, are available for review on the Internet at the following websites:

- a. Centers for Medicare and Medicaid Enterprise Certification Toolkit may be found on the Internet at [http://www.cms.gov/MMIS/09\\_MECT.asp](http://www.cms.gov/MMIS/09_MECT.asp). The Medicaid Enterprise Certification Toolkit is for the review/evaluation of CMS, during a certification, or by a State, in preparing for a certification review. The State of Missouri has tailored the Provider Management and Program Integrity certification checklists for evaluating the solution implemented by the awarded contractor. The certification checklists are attached to the RFP for reference.
- b. The Social Security Act Title XIX may be found on the internet at [http://www.ssa.gov/OP\\_Home/ssact/title19/1900.htm](http://www.ssa.gov/OP_Home/ssact/title19/1900.htm). Sections 1902(a)(4), 1903(i)(2), and 1909 of the Social Security Act are the underlying authority for the identification, investigation, and referral of suspected fraud and abuse cases. The authority also applies to Title XXI Children's Health Insurance Program, which may be found on the internet at [http://www.ssa.gov/OP\\_Home/ssact/title21/2100.htm](http://www.ssa.gov/OP_Home/ssact/title21/2100.htm).
- c. Code of Federal Regulations Title 42 Public Health, Part 455 Program Integrity: Medicaid as amended may be found on the Internet at <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=6523b08cc248f0276ac4220032eed82c&rgn=div5&view=text&node=42:4.0.1.1.13&idno=42>. This sets forth requirements for a State fraud detection and investigation program, which the solution implemented by the awarded contractor must support.
- d. Centers for Medicare and Medicaid Information Technology Architecture may be found on the Internet at <http://www.cms.gov/MedicaidInfoTechArch>. The solution proposed by vendors shall be aligned with the business architecture, information architecture, and technical architecture outlined by the MITA framework, currently MITA 3.0.

- e. Missouri Code of State Regulations for Conditions of Provider Participation, Reimbursement, and general applicability may be found via the Internet at <http://www.sos.mo.gov/adrules/csr/current/13csr/13c70-3.pdf>. The solution proposed by the vendors shall be configured in accordance with this regulation chapter.

#### 1.4 RFP Questions:

- 1.4.1 All questions relating to the RFP must be directed to the buyer, John Stobbart. It is preferred that questions be e-mailed to [john.stobbart@oa.mo.gov](mailto:john.stobbart@oa.mo.gov).
- 1.4.2 OFFERORS ARE HEREBY NOTIFIED THAT ALL QUESTIONS REGARDING THE RFP MUST BE RECEIVED IN THE OFFICE OF THE DIVISION OF PURCHASING AND MATERIALS MANAGEMENT NO LATER THAN 5:00 PM CENTRAL TIME ON DECEMBER 10, 2012.
- 1.4.3 Questions necessitating requirement changes or clarifications will result in an amendment to the RFP. As a result, some questions may not result in a direct response to the inquiring vendor. There shall be no posted written records of the questions/communications (i.e. formal question/answer document).

#### 1.5 Offeror's Contacts:

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 Equal Opportunity (OEO) 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.

#### 1.6 Terminology/Definitions

- 1.6.1 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.
- 1.6.2 **Software** shall mean an ordered series of instructions of statements, in object code and/or source code form, as the case may be, for controlling the operation of a central processing unit to execute a process to be performed on a computer or central network system provided by a contractor to the state pursuant to the contract.

a. Software shall be defined as follows:

- 1) Core Functionality Software Module(s): Commercial off-the-shelf (COTS) software module(s) that directly relate to and perform the required provider management and program integrity functionalities.
- 2) Supporting Software Module(s): Commercial off-the-shelf (COTS) software module(s) that serves the Core Functionality Software Module(s), providing system infrastructure and operational functions (e.g. content management software, GIS software, etc.) Supporting Software Modules shall not include database software.
- 3) Ancillary Software Tools: Commercial off-the-shelf (COTS) software tools that do not provide system functionality but relate to the system development or project work (e.g. system development tools, project management tools, training tools, etc.), including tools or methodologies of the contractor, derivative works thereto, or the know-how, techniques, or

processes utilized or conceived of by the contractor unless such tool, methodology, process, or technique was developed as a specified deliverable under the contract.

- 4) Work Product Software: Software that is included as part of the definition of work product referenced in paragraph 1.6.3.

1.6.3 **Work Product** shall mean, unless otherwise stated, all documents, data, reports, supplies, equipment, source code, and accomplishments prepared, furnished, or completed by the contractor. Work product shall also include every invention, modification, discovery, design, development, customization, configuration, improvement, process, business rules, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by the contractor or the contractor's subcontractors or agents (either alone or with others) pursuant to the contract. Notwithstanding anything in the immediately preceding sentences to the contrary, Work Product does not include any contractor intellectual property or third party intellectual property as specified in Section including Core Functionality Software Module(s) referenced in paragraph 1.6.2. a. 1, Supporting Software Module(s) referenced in paragraph 1.6.2. a. 2, and any Ancillary Software Tools as specified in paragraph 1.6.2. a. 3.

1.6.4 **Solution** shall mean software and work product needed to meet or exceed the functional and technical requirements referenced in Section 2 Functional and Technical Requirements.

1.6.5 **Configurable** shall mean that installation-specific changes can be incorporated into the solution with the solution's tools, including a rules engine, rather than modifying the solution's program code.

1.6.6 **Customization** shall mean that installation-specific changes can be incorporated only by modifying the solution's program code.

## 1.7 Background Information:

1.7.1 The Department of Social Services is responsible for the administration of the Missouri Medicaid program, through its Mo HealthNet Division (MHD) and the Missouri Medicaid Audit and Compliance Unit (MMAC). MMAC is charged with detecting, investigating and preventing fraud, waste and abuse of the Missouri Medicaid program. MMAC is also charged with enrolling, screening and terminating potential and existing Missouri Medicaid providers as well as lock-in of certain participants.

1.7.2 MMAC is divided into four (4) Sections organizationally with all staff (approximately 80 FTE) located in Jefferson City, housed in the Jefferson building.

- a. The Administrative Section provides the overall guidance and direction for the unit and is responsible for establishing the unit's goals, objectives, policies and procedures.
- b. The Financial Section is responsible for the recoupment of overpayments related to provider reimbursement for services to Medicaid participants.
- c. The Provider Review and Lock-in Section monitors statewide utilization and program compliance of Medicaid fee-for-service providers. Participant activity is also monitored regarding the number of physicians and pharmacies visited to determine whether the probability of fraud, waste and abuse exists. Suspected fraud cases for providers or participants are referred to the Investigations Section for further investigation.
- d. The Investigations and Provider Enrollment Section is responsible for receiving and fully investigating allegations of Missouri Medicaid Title XIX program fraud against both providers and participants. Case referrals may be made to local law enforcement agencies, the Medicaid Fraud

Control Unit (MFCU) within the Missouri Office of the Attorney General (AGO), the United State Department of Health and Senior Services, Office of Inspector General (OIG), and the United States Federal Bureau of Investigation (FBI). In addition to criminal and civil actions, the Missouri Medicaid Audit and Compliance Unit's administrative actions are appealable to, and adjudicated by, the Missouri Administrative Hearing Commission (AHC). At the time of the provider/supplier's initial enrollment into Medicaid and/or at the time of the provider/supplier's recertification as a Medicaid provider, the section is responsible collecting various types of provider/supplier data. In addition to demographic data, the section must collect other sets of information such as ownership data, data on managing employees and affiliated provider information.

- e. In addition to the 4 sections, MMAC has an attorney. The attorney's function is to provide legal advice and counsel to MMAC, track all civil legal proceedings involving MMAC, and to assure that all systems are being implemented in accordance with federal and state law.

### 1.7.3 The following statistics for MMAC functions are provided as background information.

- a. Provider Enrollment: There are approximately 46,000 active Missouri certified Medicaid providers.
  - 1) Approximately 30 to 50 applications are received for processing each day. Processing and completing a provider application can take 10 to 90 days. Application numbers will dramatically increase with federally mandated re-enrollments of all Medicaid providers plus enrollments of additional provider types.
  - 2) There are 28 electronic based provider application types currently supported by Wipro/Infocrossing software. There are 22 paper based provider application types plus addendums handled manually. Refer to Attachment 8 for samples of the paper base provider applications. Please note that the agency will not utilize any of the existing provider application formats due to the additional information and workflow required by federal screening rules and regulations, 42 CFR Part 455, Subpart E, with guidance announced in Federal Register Vol. 76, No. 22 dated February 2, 2011 final rule CMS-6028-FC. It is the intent of the agency that all the provider applications will be electronic as a result of this contract.
  - 3) Sixteen (16) different websites are manually checked to screen providers for licensing, certifications, background checks, physician specialties, national provider registry, OIG exclusions, etc. Search results are printed and scanned. Screening averages over four hours per case. Very few providers are sanctioned or denied at enrollment.
  - 4) There are approximately 40 letter types to manage provider communication. All letters are Word templates stored on a network drive. Letters are processed manually and sent via USPS. Last year over 10,000 letters were mailed.
  - 5) Ten (10) full time employees (FTE) support the provider enrollment functions.
  - 6) Refer to attachment 9 for a diagram depicting the provider enrollment workflow.
  - 7) MMAC annually tracks approximately 50 cases before the Administrative Hearings Commission; 60 cases being investigated by outside investigative agencies; and approximately twelve cases before the courts.
- b. Provider Review and Lock-In: There are approximately 26 analysts who work on provider and participant cases.
  - 1) The average time Provider Review takes to work a case is 23 days. Four different groups split the casework by provider types with some doing clinical, others personal care, etc.
  - 2) On-site visits to providers are performed. During these visits, they review and scan documents, such as claim forms, timesheets, provider enrollment forms, etc.
  - 3) There are several letter types the unit utilizes for communication with providers and participants. All letters are Word templates stored on a network drive. Letters are processed manually and sent via USPS.
- c. Investigations: There are approximately eight (8) FTE that support the investigative functions.
  - 1) There are approximately 40 investigative cases opened per month.

- 2) There are approximately five (5) cases referred per month.
  - 3) There is 6.5 GB of documents, images, recordings, etc., tracked as evidence on a network drive.
- d. The MMAC unit maintains a file room, storing approximately 35 file cabinets' (5 drawers, 5' tall) of hard copy documentation. MMAC is in the process of scanning these documents into Microsoft SharePoint 2010. MMAC estimates 15 cabinets of hard copy documentation shall be left for the contractor to scan.
  - e. The MMAC unit works an average of one thousand, five hundred cases a year, recovering a total of eighteen million dollars annually through its audit and compliance functions. One million, nine hundred thousand of the total is recovered through data analysis versus referral and planned audits.
  - f. The state's Medicaid (MO HealthNet) program paid over 7 billion in claims for FY11. MO HealthNet supports over 900,000 participants.

1.7.4 The state agency utilizes several software applications in an effort to support the MMAC functions.

- a. Provider Enrollment – Wipro/InfoCrossing currently maintains several applications as part of the state's MMIS fiscal agent services contract.
  - 1) A provider portal called EMoMed.
  - 2) A Lotus Notes application called WorkSpace.
  - 3) IBM FileNet P8 Version 4.0.0 content management application called WorkPlace.
  - 4) A fax server which comprises of ESKER Fax (5.0) for Notes Integrated with Domino Server (V8.5.2 FP1) for fax tracking.
  - 5) The Medicaid legacy system called the Medicaid Management Information System (MMIS).
- b. Provider Review and Lock-In utilizes a MySQL application called SURSAnalyst. It is a stand-alone application maintained by the Office of Administration, Information Technology Services Division. SURS Analyst database currently has approximately 57,000 records, the total number of records from all its tables. Lock-In also utilizes a DB2 database application, called "Lock-In" which has approximately 28,000 records, the total number of records from all its tables.
- c. Investigations area utilizes Lotus Notes with links to scanned information and evidence for managing cases. The Lotus Notes application is called COIN (Consolidated Information Network). This application has approximately 1000 event records and 3400 subject records. EFADS, provided by Truven, is a peer based analytic tool that is also used by the unit and it will not be replaced by this contract.

1.7.5 The following information regarding existing contracts in support of MMIS functions is provided as background information:

- a. The Medicaid Management Information System (MMIS) fiscal agent services are contracted through Wipro/Infocrossing.
  - 1) A copy of the contract can be viewed and printed from the Division of Purchasing and Materials Management's Awarded Bid & Contract Document Search System located on the Internet at: <http://www.oa.mo.gov/purch>. Please reference the contract number C207027001 when searching for the documents.
- b. The Missouri Recovery Audit Contract (RAC) is contracted to "Cognosante" for RAC services through December 31<sup>st</sup>, 2012.
  - 1) A copy of the RAC contract can be viewed and printed from the Division of Purchasing and Materials Management's Awarded Bid & Contract Document Search System located on the Internet at: <http://www.oa.mo.gov/purch>. Please reference contract number C311099001 when searching for the documents.

- 1.7.6 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 Request for Proposal. References to websites containing statutory and regulatory information are provided solely for the convenience of persons submitting an RFP. It is and shall be the duty of the person or entity submitting the RFP to consult the official, current versions of any statutes, codes and regulations and to base any RFP on current, accurate law and regulations.



## **2. FUNCTIONAL AND TECHNICAL REQUIREMENTS**

*This section of the RFP includes requirements and provisions relating specifically to the functional and technical requirements of the agency. The contents of this section include mandatory requirements that will be required of the successful offeror and subsequent contractor. 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.*

### **2.1 Solution General Requirements:**

- 2.1.1 The contractor shall provide a solution to meet or exceed the provisions and requirements stated herein to the sole satisfaction of the state agency. The solution shall consist of two main components: Provider Enrollment (referred to as Provider Management) and Case Management (referred to as Program Integrity). The Provider Portal and Document Management are both incorporated in the two main components.
- 2.1.2 The solution must be compliant with the seven conditions and standards set forth by the Centers for Medicare and Medicaid Services (CMS). A copy of the CMS seven conditions and standards is attached hereto and incorporated herein as Attachment 1.
- 2.1.3 The solution shall support the functions of the Missouri Medicaid Audit and Compliance Unit, including provider enrollment, screening, monitoring, investigations, lock-in management, medical reviews, and audits. The solution shall enable enterprise case management, collaboration, provider network management, risk management, and compliance.
- 2.1.4 The solution shall be configured per the requirements of this contract by the contractor as part of the implementation services. As described in section 3.2.15, the contractor shall transfer operations of the solution to the state agency. The solution must have configurable application modules and domain modules (enterprise framework) and/or open source modules that need minimal customization and must meet the needs of the business functions (e.g. Business Rules Engine, Workflow, imaging, etc.) to comply with the requirements of federal and state law.
- 2.1.5 The State of Missouri's architecture standards dictate that the solution must run on an MVS mainframe or Intel-based server platform. If the contractor proposes a server platform, the server platform must be Intel-based. The platform shall be hosted in a centralized server and storage environment located at the State Data Center (SDC), in the Harry S Truman State Office Building, 301 W High Street, Jefferson City, Missouri. The location of the platform may not apply for other governmental agencies that may order from this contract.
- 2.1.6 The solution shall meet the system review criteria identified in the CMS MMIS Certification Provider Management and Program Integrity Checklists in Attachments 2 and 3, and support the related core Medicaid provider management and program integrity business functions as defined in the most recent version of the CMS Medicaid Information Technology Architecture (MITA).
- 2.1.7 It is unacceptable to offer personnel in lieu of software to meet the solution functionality requirements of this RFP.
- 2.1.8 The solution should have interactive features for displaying the data such as column ordering, filtering, sorting and exporting to different file formats such as Microsoft Word or Excel.
- 2.1.9 The solution shall have electronic forms and utilize templates for letters and data collection. The agency has total of approximately 200 letter types and 100 form types. The solution is expected to reduce the total number of the agency's letters and forms.
  - a. The solution shall auto populate provider and/or participant data that is available.

- b. The solution shall automatically generate a copy of a letter to be stored with the case.
  - c. All form letters and templates generated shall be approved in advance by the state agency and the state agency's legal counsel, and they shall be easily modifiable by the state agency so that they can be adapted to the requirements of a particular case and changing legal and administrative requirements.
  - d. The solution must have user driven override of auto generation and sending of letters as necessary.
- 2.1.10 The solution shall have role based security that provides different levels of access and functionality based on job duties.
- 2.1.11 The solution shall have an administrator function for maintaining reference tables, workflow rules, security and adding data elements.
- 2.1.12 The solution shall have a dashboard/home page personalized and configurable to the role of the end user to aid in working cases, actions, collaboration, and managing the overall business performance.
- 2.1.13 The solution shall minimally provide seven detailed electronic reports for federal and state data collection. The reports shall be a record of the State's Program Integrity and Provider Management efforts. These reports shall be provided with the initial implementation of the solution.
- a. Case load by unit
  - b. Collections and recoveries
  - c. Provider network
  - d. Provider fees
  - e. Lock-in beneficiaries and their providers
  - f. Referrals and investigations
  - g. Expenditures
- 2.1.14 The solution shall have ad-hoc reporting and search capabilities. It is highly desirable that the solution be able to utilize third party reporting tools, such as Crystal Reports, WebFOCUS and MS Reporting, for generating reports.
- 2.1.15 The solution shall have an audit trail to document case decisions and findings, to show compliance with federal and state law, and to support prosecutions.
- 2.1.16 The solution shall include a singular unified view of a provider. Information available shall include, but is not limited to, all cases, actions, sanctions, demographics, referrals, legal proceedings, relationships and risk score history.
- 2.1.17 The solution shall include "fuzzy" or probabilistic matching against data sources. Data to be considered shall include, but is not limited to, slight name variations, aliases, possible typographical errors, slight differences in SSN, date of birth, address matching for practice, organization, payee, owners, disclosed persons and board of directors.
- 2.1.18 It is highly desirable for the solution to have a rules engine that supports a system administrator, or an authorized users' ability to maintain business rules logic and validation.
- 2.1.19 The solution shall allow cases to be exported as a package for sharing with other entities, such as the Office of Inspector General of the US Department of Health and Human Services and MFCU.
- 2.1.20 Perpetual Licensing:

- a. For the Provider Management and Program Integrity components of the solution, the contractor shall grant perpetual, permanent user-based (per seat) software licenses. No other fees beyond this single payment shall be required in order to use the proposed solution indefinitely within the per user (per seat) licensed capacity.
- b. The State of Missouri understands that maintenance and/or technical support fees may be required monthly, quarterly, or annually, in order to receive updates (which include enhancements, corrections, modifications, additions and newer versions of the Core Functionality Software Modules) and/or technical support. However, it remains the sole option of the state to purchase maintenance or to decline this service. If the state chooses to discontinue maintenance, the solution shall continue to be legally licensed for use.
- c. Any language or provisions contained in any “shrinkwrap” or “clickwrap” agreement shall be of no force or effect. The State of Missouri shall not be bound by, any “shrinkwrap license” which is bundled with the Products, the Documentation, or the Deliverables or any “disclaimers” or “click to approve” terms or conditions now or hereafter contained in the Products, the Documentation, the Deliverables or any web site which the State uses in connection with the contractor’s products or services.
- d. With prior written approval from the Division of Purchasing and Materials Management, the contractor shall allow for other Missouri state agencies to order additional licenses and services from the contract in order to obtain access to and utilization of the installed solution from this contract.
- e. The state may allow access to the solution by third party vendors who are under contract with the state agency to provide services to or on behalf of the state agency to, or on behalf of other entities as required for conducting business, except that the state may not make the same available to any bona fide competitor of the contractor in the same market.
- f. The state may make a reasonable number of copies of the software and documentation for use in training, support, demonstrations, backup, archiving, disaster recovery, or other non-production purposes and may run the software concurrently at a back-up site for no additional license fees or costs.

#### 2.1.21 Data Licensing:

- a. For the Provider Management and Program Integrity components of the solution, the contractor shall grant the state agency the non-exclusive, non-transferable right to use, store, process, and reformat the public and private data sources supplied by the contractor.
- b. The data source information shall be invoiced to the state agency as a yearly subscription service that provides unlimited data usage licensing. It shall be the responsibility of the contractor to manage the data feed subscription and licensing. Management of the license(s) shall include, but are not limited to, payment for the data feeds on behalf of the state. License(s) for the data feeds shall be granted to the State of Missouri. The contractor represents, warrants and covenants that it has the right to supply the data feed to the state agency, both directly through the solution and indirectly through consultation, for the purposes specified in this contract.
- c. The state agency shall have the right to distribute the information, or derivative works based on or using information thereof, to partner agencies for the purposes of provider management and program integrity duties. Partner agencies include, but are not limited to, the Medicaid Fraud Control Unit (MFCU) within the Missouri Office of the Attorney General (AGO), the United States Department of Health and Senior Services, Office of Inspector General (OIG), and the United States Federal Bureau of Investigation (FBI).

- d. The contractor and its licensors reserve Intellectual Property Rights and copyrights to information distributed through the data feed subscription, where applicable and consistent with this RFP.
- e. Confidentiality of data source information: The agency shall treat data feed information with the same degree of care as it uses to protect its own confidential information. Although the information supplied by the data feed shall be considered confidential in nature, confidential information does not include information that:
  - 1) at the time of disclosure is already publicly available;
  - 2) is already known to the agency prior to disclosure by the data feed;
  - 3) after disclosure becomes publicly available through no fault of the agency;
  - 4) is or becomes rightfully known to the agency from another source;
  - 5) is developed independently by the agency without use of the data feed information;
  - 6) is required to be disclosed by order of legal or regulatory authorities.
- f. The contractor shall be responsible for upgrades to the production solution for any additions or deletions announced by the data service that significantly alters the nature of information or materially reduces its quality. Failure to upgrade the solution shall result in the state agency's right to assign a defect issue to the production solution.
- g. In the event the data source feed must be substituted (i.e. third party termination, bankruptcy, defect issue), the contractor agrees and understands that the contract is predicated in part on the utilization of the data source feed identified in the proposal. Therefore, the contractor agrees that no substitution of such data source feed shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution 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 substandard performance. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld. All rights of the agency to use the data source feed information shall remain in effect.

2.1.22 License type may vary by product as set forth in Exhibit A. All licenses granted, regardless of type, include all uses set forth above.

2.1.23 Other Agencies May Order: The state reserves the right to allow other government agencies to order products and/or services from the contract, providing prior approval of the Division of Purchasing and Materials Management is obtained. Other government agencies shall have the option to choose a combination of product(s) or service(s) during the term of the contract consistent with Exhibit A pricing pages.

## **2.2 Program Integrity Requirements for Audits and Investigations:**

2.2.1 The solution must allow the state to track provider and participant reviews, investigations, and litigation. This shall include, but is not limited to, the following mandatory functions:

- a. Case initiation functions:
  - 1) The collection of claims, evidence, information reports, on-site reviews, statements, etc., which can linked between old and new cases;
  - 2) Automatically create an Accounts Receivable Transaction (ART) within the solution when prompted by the analyst. The new ART shall be transmitted to the state's MMIS via a web service or batch file;
  - 3) Automatically generate notices for provider record requests, audit notices, overpayments, underpayments, terminations, or suspensions;
  - 4) Auto-populate fields related to providers and participants.
- b. Allows end user to add/track tasks related to a case.

- c. Allows Medicaid law and guidelines links to decisions on cases.
- d. Configurable workflow to manage cases based on rules defined by the state. Examples of workflow steps the solution shall be configured for include:
  - 1) Assigning a case to a reviewer or investigator;
  - 2) Routing case actions to supervisor for approval;
  - 3) Routing for a review of evidence so additional actions within a case could be assigned;
  - 4) Routing a review to an investigator when reviewer refers the case;
  - 5) Routing a case to legal counsel for legal advice, handling of requests for administrative review or other litigation purposes;
  - 6) Routing a case for audit purposes.

2.2.2 The solution shall include an alert/escalation function, and allow the end user to manage multiple alerts across multiple case types. The alerts/escalations shall deliver relevant information from the case records and data sources. Examples of alerts/escalations the solution shall be configured for include, but are not limited to:

- a. Flags and routes for action if provider updates are identified, such as provider death, National Provider Identifier (NPI) deactivation, licensing adverse action, or exclusion;
- b. Flags and routes for action if case has not been worked for a set period of time;
- c. Flags and routes for action if provider documentation requests are past due;
- d. Flags and routes for action if any legal actions or legal deadlines are approaching the due date;
- e. Flags and routes for action when a new provider complaint is entered and another investigation, enrollment, audit, etc. already exists.
- f. When a provider data source indicates a demographic change, an email notification is sent to assignee indicating a case has been initiated;
- g. When a status of a case changes (i.e., a change in case disposition), an email notification is sent to outside agencies.

2.2.3 The solution shall track information requests to and from the provider. Information requests include, but are not limited to, billing records, medical records, timesheets, and other documentation that providers are required to maintain and produce to the state agency. The solution shall track receipt of information and link it back to appropriate cases.

2.2.4 The solution shall have the ability for end users to produce electronic reports that aid in the oversight and administration of audit and compliance functions. Examples of report information the solution shall be configured to produce:

- a. Statistical data:
  - 1) The number of providers in collection;
  - 2) The number of cases dismissed;
  - 3) The number and disposition of cases at administrative review;
  - 4) The number and disposition of cases in litigation;
  - 5) The amount of funds collected;
  - 6) The number of cases per assignee;
- b. Baseline and performance measurements:
  - 1) The length of time between workflow steps;
  - 2) The overall length of time from case initiation to final closure;

- 3) The amount of funds collected per assignee;
- 4) The amount of costs by case;
- 5) The assessment of attorney fees in cases at administrative review or in litigation.

c. History data:

- 1) History of audits, sanctions, and restitution of a provider;
- 2) Provider cases approved/rejected by supervisors and investigators;
- 3) Case summary and litigation history, if any;
- 4) Case history of providers or participants.

- 2.2.5 The solution shall track cases to support the audit of provider claims, the identification of overpayments, and the recoupment status of a case. The solution functions shall include, but are not limited to:
- a. Track updated accounts receivable data, related claims, cash control data and remittance advice information;
  - b. Track who initiated a case;
  - c. Track case claim data and the date services were provided;
  - d. Separately track by case type. For example, the number of on-site cases, desk audits cases, and self disclosure cases;
  - e. Track the amount recovered by case and case type;
  - f. Track payouts/refunds back to the provider related to overpayments;
  - g. Track the state time and expenditures related to each case. No outside system interfacing shall be required for tracking time and expenditures.
- 2.2.6 It is highly desirable that the solution have an automated process for accepting data described in 2.2.5 a. from the State's MMIS, and automatically create or update a case within the solution.
- 2.2.7 The solution shall perform predictive modeling based on deviance of individual provider behavior over a period of time (this is not related to analysis of deviance of peer norms).
- 2.2.8 The solution shall support analysis of potential relationships across providers and participants including geographical, business, and transactional relationships.
- 2.2.9 The solution shall have a mechanism for setting rules or indicators to prioritize (i.e. manage) the alerts and/or cases.
- 2.2.10 To aid in decision making or investigative discovery of relationships and connections, the solution shall have tools for visual and geo-visual mapping for analysis of case data.
- 2.2.11 It is highly desirable that the solution allow for the capture and analysis of cases conducted by the Recovery Audit Contract (RAC) staff. Cases are stored in the RAC's Audit Recovery Management System. The agency's RAC contract staff will not be given access to the solution.
- 2.2.12 The contractor shall develop an interface with the agency's MMIS in support of the program integrity audits and investigations functionality as described within this section. Frequency of the data intake shall be based on recommendation from the contractor with approval by the state agency.

- 2.2.13 The contractor shall convert data from the existing investigations application (COIN), and evidence stored on a file server to the solution. The solution shall replace the investigations application and server data store. See Attachment 4 for the list of data elements and 1.7 Background Information for statistics.
- 2.2.14 The contractor shall convert the data from the existing Lock-In application to the solution. The solution shall replace the agency's Lock-In application maintained by the OA ITSD. See Attachment 5 for the Lock-In data model and 1.7 Background Information for statistics. This does not replace the FAMIS application or the Lock-In functionality within the agency's MMIS.
- 2.2.15 The contractor shall convert the data from the agency's existing SURSAnalyst application (maintained by OA ITSD) to the solution. The solution shall replace the SURSAnalyst application. See Attachment 6 for the data model and elements and 1.7 Background Information for statistics. The ESUR application hosted by Wipro/Infocrossing shall not be replaced.

### **2.3 Provider Management, Screening and Monitoring Requirements:**

- 2.3.1 The solution shall provide automated provider screenings. Screenings shall be facilitated by the electronic capture and exchange of provider information by the contractor furnished public and private databases as well as the solution's own provider enrollment history.
- 2.3.2 The contractor furnished data shall include state and national level demographics, licensing, disclosures, criminal history, liens, and affiliated parties.
- 2.3.3 The solution shall allow the state to meet federal screening rules and regulations, 42 CFR Part 455, Subpart E, with guidance announced in Federal Register Vol. 76, No. 22 dated February 2, 2011 final rule CMS-6028-FC.
- 2.3.4 The solution shall allow the end user to compare external data against provider application data. It shall compare the data sources side by side, highlighting the data item differences to speed up the case processing. Minimally, external data sources must include the following:
- a. Exclusion data sources:
    - 1) Office of Inspector General's List of Excluded Individuals/Entities (LEIE);
    - 2) Medicare Exclusions Database (MED);
    - 3) System for Award Management (SAM), previously held in the Excluded Parties List System (EPLS);
    - 4) National Provider Data Base (NPDB);
    - 5) State sanctions and licensure databases.
  - b. Investigative data sources for registrations, utilities, phone numbers, citations, property ownership, dockets, licenses, etc to detect inconsistencies, false businesses, hidden business partners, bankruptcies, criminal investigations and convictions;
  - c. A national provider data source which does not rely on self reported provider data, to detect providers misrepresenting, falsifying, or omitting information. The National Provider Data Base is not an acceptable database for this requirement due to the self reported data it includes.
- 2.3.5 The end user shall be able to make determinations, update provider data, change risk score, and log findings related to the case via the solution.
- 2.3.6 The solution shall allow the state to enroll and maintain an adequate provider network. This includes, but is not limited to, the following mandatory functions:

- a. Online enrollment forms accessed from the provider web portal to capture provider demographic data, ownership data, data on managing employees and affiliated provider information, and disclosures by providers in accordance with 42 CFR 455.105(b);
  - b. Field validation, including but is not limited to:
    - 1) USPS Address verification;
    - 2) Data type (such as alpha, numeric, date);
    - 3) Required data;
    - 4) Minimum/maximum;
    - 5) Range;
    - 6) Special characters;
    - 7) Spell check;
    - 8) Medical terminology spell-checking.
  - c. Identity verification of provider that:
    - 1) Verifies provider's information entered online against the contractor furnished public and private databases.
    - 2) Allows providers to correct data entry errors and resolve discrepancies before submitting the application.
    - 3) Allows dynamic changes to the application based on key fields the provider selects. For example, if the provider selects hospital provider type, then a different set of fields are made available for filling out.
    - 4) Runs regular batch verifications after enrollment against contractor furnished public and private databases.
  - d. The solution shall allow the provider to save an in-progress enrollment form and complete it at a later time.
  - e. The solution shall capture electronic signatures on provider forms. The signature shall be an electronic sign, symbol, or process unique to the signer that is applied to the electronic provider form, and separately verifiable from the form.
  - f. The solution shall allow for the capture of provider's Electronic Funds Transfer (EFT) data as required by 45 CFR Parts 160 and 162 Administrative Simplification: Adoption of Standards for Health Care EFTs and Electronic Remittance Advice (ERA) as well as the CAQH Committee on Operating Rules for Information Exchange Phase III CORE EFT & ERA Operating Rule Set.
- 2.3.7 The solution shall have configurable workflows to manage providers based on rules defined by the state. These are the workflows generated when the provider submits an application through the provider web portal. Examples of provider case workflows and steps the solution shall be configured for include, but are not limited to:
- a. Provider initial enrollment:
    - 1) The submitted application (with automated screening and results of the case) are held in a queue;
    - 2) The enrollment case is routed differently when in an appeal or complaint is received;
    - 3) The enrollment is routed to a different worker based on provider type;
    - 4) The pending enrollment is routed to a supervisor when it relates to a high risk provider.
  - b. Provider update:
    - 1) Route update differently if is determined high risk;
    - 2) Route update differently when change of ownership is received.
  - c. Provider re-enrollment
    - 1) Route case to a different worker if it is a re-enrollment;



- 2) Route case to a different worker if findings are recorded that warrant further investigation.
  - d. Provider terminations:
    - 1) Route to a supervisor for final approval before termination of a provider;
    - 2) Automatic termination notifications to the OIG.
- 2.3.8 The solution shall support communications to and from providers and track/monitor responses to the communications.
- 2.3.9 The solution shall provide automated verification of provider data that includes, but is not limited to:
- a. Identity;
  - b. Address (USPS validation);
  - c. Telephone;
  - d. DEA number;
  - e. Tax ID;
  - f. NPI;
  - g. Licensing and restrictions;
  - h. Professional accreditation sources;
  - i. State corporate filings.
- 2.3.10 The solution shall allow the history to be audited by storing and tracking provider's enrollments, payment enrollment fees, data captured, screening results, inaccuracies, evidence/findings, contract service periods, alerts, scores, appeals, and changes captured for each provider re-enrollment, update, or batch screening.
- 2.3.11 The solution shall minimize cross reference checking by allowing the end-user to easily and efficiently step through the screening results.
- 2.3.12 The solution shall reconcile provider application data as well as detect disingenuous providers by providing matching logic to find links between data sources that refer to the same provider. The solution shall have thresholds and user settings to adjust the level of false positives/negatives.
- 2.3.13 The solution shall geo-code provider addresses as part of the enrollment workflow, for Geographic Information Systems (GIS) analysis. Because Medicaid providers are required to re-enroll, the contractor shall not have to geo-code existing provider addresses.
- 2.3.14 The solution shall display the results of the screenings to the end user via secure web-based screens.
- 2.3.15 The solution shall include functionality for scoring and classifying providers based on the data elements and rules agreed upon by the agency. The solution shall store the risk scoring history for tracking providers that change risk classifications. The scoring model shall incorporate the following techniques:
- a. Identity analytics (provider as a private individual, not as a business) for background investigative work;
  - b. Social/relationship analytics (identifying relatives or marriage connections) for detecting collusive behavior;
  - c. Predictive analytics (detecting the likelihood of fraudulent behavior);
  - d. Network analytics (identifying business relationships) for indicating collusive behavior;
  - e. Risk profiling (building a picture of the risk to the program with indicators to measure potential or existing risk, flexible segmenting by service type, location, etc).

- 2.3.16 The solution shall comply with Federal requirements contained in 42 CFR 431.105 by supporting a provider grievance/appeals workflow process.
- 2.3.17 The solution shall generate application notices to providers of pending status, approval, or rejection. Notices shall be based on provider type and/or specialty. The solution shall trigger automatically generated notices as well as user-driven notices.
- 2.3.18 The solution shall allow for flexible provider name searches by using separate fields for individual names and business/corporate names.
- 2.3.19 The solution shall have multiple field online search capability.
- 2.3.20 The solution shall produce electronic reports, dashboards, and/or visual mappings to aid the oversight and administration of provider management functions. Examples of information the solution shall be configured to produce:
- a. Statistical data:
    - 1) The number of providers enrolled;
    - 2) The number of providers updated;
    - 3) The number of providers terminated;
    - 4) The number of enrollments pending approval;
    - 5) The number of providers by risk score;
    - 6) The number of providers in appeal for Administrative Hearings Commission or judicial review;
    - 7) The number of providers by provider type.
  - b. Baseline and performance measurements:
    - 1) The length of time between workflow steps;
    - 2) The overall length of time from enrollment to approval/rejection;
    - 3) The length of time from the opening to closing of an appeal, broken down by appeal stages.
  - c. Provider network oversight data for:
    - 1) Provider type rescreening schedules;
    - 2) Provider types and specialties coverage;
    - 3) Network risk;
    - 4) Temporary moratoria of enrollments.
  - d. History data:
    - 1) History of demographic updates to a provider;
    - 2) Providers approved/rejected by end user;
    - 3) Enrollment history of provider(s).
- 2.3.21 The solution shall have a mechanism for identifying providers that are inactive by date of service.
- 2.3.22 The solution shall have a mechanism for imposing temporary moratoria on enrollment for certain provider types.
- 2.3.23 The solution shall replace the Wipro (Infocrossing) Workspace enrollment application. The state shall not convert pending Workspace enrollment applications to the new solution. The agency shall enter pending enrollment applications into the new solution and existing closed applications shall be converted by the agency as time allows.
- 2.3.24 The contractor shall develop an interface with the agency's MMIS system so the system can continue to maintain certified provider's data for claims processing. Wipro (Infocrossing) utilizes an Electronic Service Bus for web services functions. The exchanges shall include, but are not limited to, transmission of:

- a. Newly approved providers;
- b. Sanctioned, terminated, or inactive providers to stop acceptance of claims;
- c. Provider demographic changes such as address change;

2.3.25 The solution shall accept an initial, one time load of provider data from the agency's MMIS as part of the implementation.

2.3.26 The solution shall have a mechanism for flagging provider records that become out of sync with the agency's MMIS. It is highly desirable that the solution also include a mechanism for causing 100 percent of the provider records to be flagged for full synchronization with the agency's MMIS. The solution shall transmit the flagged provider records to the agency's MMIS.

2.3.27 The solution must allow for the maintenance of provider information. This includes, but is not limited to:

- a. Accepting, validating, and processing provider information updates from the provider or the end user;
- b. Processing updates via a configurable workflow based on rules defined by the state agency;
- c. Tracking and controlling the process of transaction error reconciliation.
- d. Maintaining current and historical provider demographics, including multiple addresses, names, state licenses, practice locations and Medicare numbers.
- e. Processing mass updates to provider information based on flexible selection criteria.
- f. Maintaining a flag for providers who may or may not use Electronic Funds Transfer and Electronic Claims Submission.
- g. Monitoring updates from data sources and alerting the end-user of a change in provider for review and validation through an update workflow. Especially, changes in provider risk category.
- h. Maintaining indicators to identify providers that are Fee-for-Service, Managed Care Organization network only, and other State health care program participants.

2.3.28 The solution shall support the scheduling of provider rescreening.

2.3.29 The solution shall provide ongoing monitoring of provider eligibility by automated matching against external databases for exclusions, licenses, death records, criminal records, NPI deactivations, sanctions, and suspensions. Suspicious data and non-matches shall generate alerts for the end user for review and possible corrective action.

## **2.4 Document Management Requirements:**

2.4.1 The solution shall interface with standard content management software. Examples of standard content management software include, but are not limited to:

- a. IBM Content Manager
- b. IBM FileNet P8
- c. Oracle Stellent

## d. Onbase

- 2.4.2 The contractor shall provide an electronic content management system as part of their solution. The electronic document management system shall have easily configurable workflow that is accessible to the state agency users in real time.
- 2.4.3 The electronic content management system's server environment shall be centralized and located in the State Data Center (SDC).
- 2.4.4 The solution shall support the storage and retrieval of content which include, but is not limited to, copies of emails, html web page results, forms, letters, licenses, medical records, photos, notes, voice recordings, attendance records, and certificates. End users shall be able to retrieve content within the solution workflows based on rules defined by the agency.
- 2.4.5 The solution shall support a variety of data capture methods (ex: scanners, fax machines, mail servers, online forms, network directory, computer output and print streams).
- 2.4.6 The contractor shall recommend and configure the document types, capture, indexing, and archival with approval by the state agency.
- 2.4.7 The contractor shall configure outbound provider management forms with bar-coding for easy uploading to the repository.
- 2.4.8 Wipro (Infocrossing) currently maintains the agency's provider enrollment documents within their IBM FileNet P8 Version 4.0.0 content management system. The contractor shall migrate the documents, associated metadata, and indexing to the solution. Current scan volume is approximately twenty-five thousand (25,000) pages a month. Existing storage for provider enrollment is approximately five hundred, fifty gigabytes (550G) within the Oracle database.
- 2.4.9 The solution shall have the capability of storing and indexing file types in their native format.
- 2.4.10 Existing case file one-time conversion: As noted in the background information, MMAC estimates 15 cabinets of hard copy documentation shall be left for the contractor to scan. The contractor shall organize the documents and convert them to the solution according to an agreed upon configuration. This shall include the scanning and indexing of the documents.
- a. It is desirable that the scanning include Optical Character Recognition (OCR) of the documents.
  - b. The contractor shall provide their own scanning equipment for the one-time existing case file conversion.
  - c. The contractors method of organization, indexing, and scanning the existing cases may be different than their recommendations for new cases.
  - d. For informational purposes, the agency has attempted to describe the case information within the 15 cabinets of hard copy documentation:  
  
Small cases are typically 20 pages  
Average sized cases range in hundreds of pages  
Special cases involving multiple providers range in the thousands of pages
  - e. On-site or offsite scanning shall be mutually agreed upon by the agency and contractor.

2.4.11 Images in SharePoint and file server: The agency has approximately 16,000 scanned PDF images stored on a file server, using 200+ GB of disk space. Some of these documents have been uploaded to a SharePoint 2010 repository and additional metadata and indexing have been added to the documents. The contractor shall migrate the PDF images, associated metadata, and indexing from the agency's SharePoint site and from the file server to the solution.

2.4.12 The contractor will not be providing ongoing scanning services.

2.4.13 The solution shall have the capability of storing and indexing emails.

## **2.5 Technical Requirements:**

2.5.1 Federal funds are being utilized in the procurement of this contract. Therefore, the solution shall meet the CMS seven conditions and standards for Information Technology Systems. Refer to Attachment 1 CMS Seven Conditions and Standards. The seven conditions are Modularity, Medicaid Information Technology Architecture (MITA), Industry Standards, Leverage, Business Results, Reporting, and Interoperability.

2.5.2 The solution shall have user-friendly system interaction and navigation through a web-based graphical user interface.

2.5.3 It is highly desirable that the solution have major releases at least annually to stay in compliance with CMS regulation. The solution should also be maintained with patches and hot fixes applied monthly or quarterly. Refer to section 3.6.2 for System Maintenance Support Services.

2.5.4 It is highly desirable that the contractor include links or a formal process to submit enhancement requests, and track notifications associated with the requests.

2.5.5 The solution shall meet the accessibility standards set forth in section 508 of the Rehabilitation Act.

2.5.6 Users shall access the solution 24 hours per day, 7 days per week except during scheduled downtime for maintenance and backups.

2.5.7 Integration with current environment: The solution must operate as part of, and be integrated into, the existing state agency environment that includes, but is not limited to:

- a. The State Data Center operation environment;
- b. Switched 100Mb Ethernet and Gigabit Ethernet Intra-office Backbone;
- c. MPLS-based and broadband/VPN wide-area networking infrastructure;
- d. TCP/IP;
- e. Windows Workstations and Servers;
- f. Active Directory 2008 R2, or newer forest mode;
- g. Exchange 2007 Service Pack 3 or newer;
- h. Internet Explorer;
- i. Cisco Routers, Switches, and Appliances;
- j. Host-based IDS; and
- k. Server and workstation-based anti-virus, anti-malware, and endpoint protection.

2.5.8 The solution must conform to the state agency's software version standards, which is either current version (N) or the previous current version (N-1). The contractor shall utilize an upgrade path to ensure the final solution implemented has current versions of software, never older than N-1.

2.5.9 The state shall order computer equipment and third party software associated with the solution through other procurement contract(s) established by the state, where applicable.

2.5.10 State Agency Environment: The contractor shall recommend the specifications for all computer equipment and software needed to optimally support and maintain the solution within the state agency environment. The contractor may recommend features, equipment, or other elements in excess of the minimum requirements herein, assuming they benefit the agency. The contractor must clearly identify recommendations in excess of the minimum requirements and rational behind the recommendations. The state agency environment includes the following software and hardware:

- a. Workstations: Listed below are the minimum specifications for current personal computer purchases by the state agency. The state is in the process of modernizing their desktop/application delivery mode; therefore the solution must also run on a VMware View managed virtual desktop.

CPU: Intel Core i5-2400 6M cache, 4 core Processor or higher

Memory: 8GB DDR3 and minimum 4 slots on board

Mouse: optical, scrolling

Keyboard: PS/2 or USB style

Video: Integrated video capable of 1280 x 1024 resolution

Hard Disk: 250GB, SATA 6Gb/s 7200 RPM minimum

NIC: LAN on Motherboard (LOM) Integrated 10/100/1000 Ethernet, WOL

Optical Drive: DVD-RW minimum

Sound: Integrated

Speaker: Internal

Operating System: Microsoft Windows 7 Professional x64, current service pack, with media and the ability to downgrade.

- b. Mainframe: The current mainframe environment is IBM z/OS located in the State Data Center.
- c. Distributed: The current environment has Intel-based servers located in the State Data Center. The standard server hardware platforms are IBM blade chassis using IBM blade servers. The operating system for current server purchases by the state agency is Windows 2008 R2 Server. When feasible, the agency uses server virtualization for distributed applications. The virtual server technology in use is VMWare technologies. Storage is provisioned to the distributed environment by the State Data Center via a multiple-tiered SAN.
- d. Directory: The agency is a member of a multi-agency Microsoft Active Directory forest with multiple domains. Top-level forest and domain administration is done by the State Data Center. Organizational Unit (hereinafter may be referred to as OU)-level administration is done by agency staff. The solution must be compatible with this model and must not require authorities or permissions outside of the agency's top level OU for state agency users. The servers must be members of the State's forest and accept the security policies. The solution shall integrate with Microsoft Active Directory and Integrated Windows Authentication for user access and authentication.
- e. Database: The solution must use a relational database management system providing referential integrity and two-phase commit. The solution must use the following or newer versions: Oracle 11g, Microsoft SQL Server 2008 R2 64-bit, or IBM DB2 LUW 9.7. If Microsoft SQL Server is used, it must use Windows Authentication for the application ID; Mixed-Mode Authentication is not supported.
- f. API Compliance: The solution shall provide for full data access Application Programming Interface (API), e.g. ODBC, OLE DB, XML, compliance. The solution shall have an API for the state to utilize for future data sharing purposes such as developing a web service for other states to query a provider for Missouri sanctions or interfacing with a future health insurance exchange.
- g. Web Server: The agency uses IIS, IHS and Apache as web server platforms. The solution must be able to operate on one of these platforms.

- h. Printing: The State Data Center four IBM 4000 series printers with duplex capability attached to the mainframe environment for high volume printing. The solution shall use the SDC printers for any high volume printing needed. The solution must meet the following requirements:
    - The solution must be able to convert spooled print jobs into IBM's Advanced Function Printing (hereinafter may be referred to as *AFP*) document format and route the documents to the mainframe system for printing on high volume printers, if high volume printing is needed.
    - The solution must be able to create files that can be transferred to the mainframe so that a mainframe batch print job can be created and run against those files.
    - The agency uses networked Lexmark and HP printers for normal volume printing.
    - The solution must support internal users printing to a typical network printer, e.g., ad hoc and other report printing, and correspondence.
  - i. Scanning equipment: The agency currently utilizes ten (10) Fujitsu scanners (models fi-6130, fi-6130z, and fi-5530C2). The Fujitsu scanners that import to Wipro (Infocrossing) repository utilize IBM FileNet Capture Version 5.2.600.088 software. The other Fujitsu scanners use ScandAll Pro V1.8.1 Update 4, but may be upgrading to V2.0.5 in the near future. The solution shall integrate with the current Fujitsu scanners. The contractor may recommend additional scanners subject to the state agency's approval.
  - j. Email and calendaring: The agency utilizes Microsoft Exchange and Microsoft Outlook for email and calendaring. The solution shall integrate with the state's Exchange Email application (2007, Service Pack 3, or newer) for system generated email.
  - k. GIS software: The state currently has a master service agreement for ESRI software licensing. The contractor must use ESRI software to fulfill the GIS requirements. All geographic mapping and views shall be integrated into the workflows of the solution.
  - l. Content Management Software: The state currently utilizes Microsoft SharePoint 2010 as a temporary content management solution for the agency. Wipro (Infocrossing) maintains an IBM FileNet P8 repository. The contractor shall supply a document management solution.
  - m. Other software: The agency utilizes Internet Explorer Version 7 or above. If the solution has a browser based internal client, it must be compatible with the current version (N) or the previous current version (N-1) of Internet Explorer and Safari. The agency's current Microsoft office product suite is version 2007. The solution shall integrate with the Microsoft Office 2007 or above products.
  - n. Backup and Restore: The agency uses Tivoli Storage Manager (hereinafter may be referred to as TSM) to provide backup and restore capabilities for distributed systems. The agency uses Quest vRanger software to provide virtual machine (image) backup and restore capabilities for the virtual server environment. TSM and vRanger leverage EMC Data Domain for deduplication and, when necessary, replication to a secondary site. For a distributed system solution, the contractor must follow SDC policies and procedures for high availability of the solution within the SDC environment.
- 2.5.11 The contractor's equipment for remote connection to the state agency's network, shall meet the following security requirements:
- a. Virus protection software must be installed and kept current and workstations must be free of malware, viruses, etc.
  - b. Operating system must be kept up-to-date with the latest service/security packs/fixes.
  - c. If the state agency's Cisco VPN client software is installed, the connection must be disconnected when not in use.

- 2.5.12 The state agency has the right to revoke the contractor's access to the network if it is determined that the contractor is not in compliance with state agency security and equipment requirements. The state agency will restore the contractor's access once compliance is established.
- 2.5.13 The contractor shall complete specific security forms provided by the state agency for access to state agency software or to the State Data Center (SDC) as needed. After appropriate security clearance is approved, the contractor will have temporary access as appropriate to the task. The Office of Administration's policy and procedures shall apply to access the equipment in the SDC.
- 2.5.14 Unless otherwise specified, the state agency shall provide temporary access to state agency software at no cost to the contractor.
- 2.5.15 The state currently has 47,000 active providers and 50 state agency users. Based on current provider enrollment activity and future provider population growth, the state estimates two hundred (200) to three hundred (300) concurrent connections to the solution. Therefore, the capacity of the solution shall accommodate a minimum of two hundred (200) concurrent users with no noticeable degradation in performance for the user. The contractor shall convey in their proposal the maximum capacity of their solution, measured by the total number of concurrent users before performance degradation is likely to occur.

## **2.6 Provider Portal Requirements:**

- 2.6.1 The solution shall provide communication, data exchange, and self-service tools to providers through a web portal, as described herein.
- 2.6.2 The solution's website shall be hosted on the State server(s) supported by the ITSD.
- 2.6.3 The contractor shall be responsible for updating any information associated with the solution's website as requested by the state agency and ensuring that the website continues to provide secure access for providers prior to turnover of the website operations to the state agency. The state agency must approve any new or modified content or functionality whether the change was initiated by the state agency or the contractor prior to turnover of the website operations.
- 2.6.4 The solution's web portal shall be the provider's entry point with quick links to other Missouri Medicaid sites including Wipro's EMoMed portal or the agency's home page.
- 2.6.5 The solution's web portal shall consist of both public and secure areas. The public area shall contain general information, such as program awareness, notices, contact information, and training using computer based training courses.
- 2.6.6 The solution shall allow users of the portal to maintain their account ID and conduct business on the portal via a secure environment. It is desirable that the portal enforce complex passwords with periodic changes to the user's password.
- 2.6.7 The solution shall include Medicaid online enrollment e-forms to capture provider demographic data, ownership data, data on managing employees and affiliated provider information, and disclosures by providers in accordance with 42 CFR 455.105(b). The solution shall be flexible to enable updating enrollment forms to comply with changes in the requirements of federal and state law.
- 2.6.8 As part of the enrollment application workflow, some providers must pay an enrollment fee. The solution shall integrate with the State's E-payment financial services software (Contract # C206054001 with Collector Solutions Inc) for managing the collection of enrollment fees. Per the enrollment workflow, when the provider is ready to pay the enrollment fee, the solution shall "click through" to the E-payment



contractor's internet website for collection of the fee by credit card, pinless debt card, and electronic funds withdrawal.

- 2.6.9 The solution shall enable providers to view and modify their in progress applications, or update submitted applications online, without filling out an entirely new application.
- 2.6.10 The solution shall allow the provider to view the status of their application(s) and program integrity cases.
- 2.6.11 The solution shall allow the provider to electronically submit, including but not limited to, enrollment documents, medical records, supporting documents, and timesheets.
- 2.6.12 The solution shall provide application forms with online edits to ensure accuracy of reported information. Examples including, but are not limited to, a nine digit SSN, and address verification. The application forms shall allow providers to note comments for explaining or asking questions.
- 2.6.13 The solution shall allow the provider to digitally sign the enrollment.
- 2.6.14 The solution shall allow providers to update their application information after initial certification.
- 2.6.15 The solution shall allow the provider to communicate information regarding audits, investigations, enrollments, and reviews.
- 2.6.16 The solution shall contain a directory of providers and groups, updated by providers and approved by the agency before publishing.
- 2.6.17 The solution shall allow providers to access alerts and notices.
- 2.6.18 The solution shall include a timeout feature to discontinue sessions that have been idle for more than 30 minutes.
- 2.6.19 The website must be available 24 hours per day, seven days per week, except for scheduled downtime for maintenance. Maintenance shall not occur between the hours of 5 a.m. and 10 p.m. CST. Scheduled maintenance times must be posted on the site at least 72 hours prior to occurrence and the state agency must be notified at least 72 hours prior to occurrence. The contractor will be responsible for maintenance postings through the implementation period.
- 2.6.20 It is highly recommended that the contractor adhere to the following specifications:
  - a. It is highly recommended that DB2 LUW version 9.7 (or a more current version), or Microsoft SQL Server 2008 (or a more current version) be utilized as the website database.
  - b. The website application should use the .Net framework Membership Provider method or the Microsoft SQL Server ASPNetDB for identity management.
  - c. The Microsoft .Net framework 4.0 (or a more current version) or Visual Basic .Net version 8 (or a more current version) should be used to develop application code.
  - d. The website should follow the Extensible HyperText Markup Language 1.0 (Second Edition) standards as defined by W3C. HTML5 is preferred.
  - e. It is recommended that the application conform to the 960 Grid System (<http://960.gs>).
  - f. Minimally, the website should follow the Cascading Style Sheets Level 2 Revision 1 (CSS 2.1) Specification standards as defined by W3C.

- 2.6.21 The contractor must develop and provide a business process model that outlines the operational, functional and workforce processes used by the contractor to develop and administer the website. The business model shall include, but is not limited to, a data dictionary, entity diagram, website map diagram and work flow document for the website. The business process model shall be provided prior to takeover of operations by the state.
- 2.6.22 Minimally, the website shall support Internet Explorer 8.x, Chrome 4.x and Firefox 3.x and have secured socket layer security (SSL) with at least 128 bit encryption level.

### 3. PERFORMANCE REQUIREMENTS

*This section of the RFP includes information and requirements relating to the performance requirements that the requesting agency wants to acquire and implement. The contents of this section and in the exhibits include mandatory requirements that will be required of the successful offeror and subsequent contractor as well as other attributes that are desired. The offeror's response, whether responding to a mandatory requirement or a desired attribute, shall be binding upon the offeror in event the proposal is accepted by the State.*

#### 3.1 General Requirements:

- 3.1.1 The contractor must provide any solution modifications or additions necessary to enable the solution to operate according to all mandatory technical and performance specifications presented herein and in the RFP Exhibits, at no additional cost to the State of Missouri.
- 3.1.2 Travel Expenses: Contract pricing shall include all travel expenses. There shall be no additional reimbursement for travel expenses.
- 3.1.3 Single Point of Contact: The contractor must function as the single point of contact for the state, regardless of any subcontract arrangements, for all services required pursuant to the contract terms, conditions, and provisions. This shall include assuming responsibility and liabilities for all problems relating to all hardware, software, data feeds, and services provided by the contractor.
- 3.1.4 Unless otherwise specified herein, the contractor shall furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the state, as needed to implement the specifications and requirements contained herein.
- 3.1.5 The contractor shall notify the agency thirty (30) days prior to any additions, deletions, or changes to their public or privately supplied databases.
- 3.1.6 The contractor shall notify the state agency within twenty-four (24) hours of any planned outages or within eight (8) hours of an unscheduled outage of their public or privately supplied databases. Such outages could limit or impair the screening services supplied to the state agency.
- 3.1.7 The contractor shall include ongoing consultative services related to data source matching, risk scoring, profiling, and monitoring analytics.
  - a. Upon request from the state agency, the contractor shall provide resume(s) of available consultants. The contractor shall understand and agree that any state agency requesting consulting services under this contract shall reserve the right to accept or reject any of the contractor's consultant(s).
  - b. The state agency shall reserve the right to request, in writing, the replacement of any of the contractor's consultant(s) under the contract if deemed to be in the best interests of the state agency. The contractor shall provide a suitable replacement consultant(s) in a timely manner.
  - c. Onsite and offsite consulting services must be available. The state agency shall specify whether requested services must be provided on-site or off-site. The contractor and state agency shall mutually agree on the time, frequency, and place of the consulting services.
  - d. If onsite consulting services are requested, the state agency shall identify any government-furnished property to be provided to the contractor such as equipment, on-site work space, software tools, remote access, or specific data/information.
  - e. If the contractor recommends solution modifications not covered under maintenance, the PAQ process shall be used.

- f. Unless otherwise instructed, the Contractor shall, within fifteen (15) days after the end of the month during which services were provided, submit an invoice to the agency. The invoice shall include:
  1. The contractor's name and address;
  2. The month during which consulting services were performed;
  3. The number of hours of consulting services performed;
  4. The firm, fixed price per hour of service;
  5. The amount of payment.
- g. The contractor shall maintain full competency on data source matching, risk scoring, profiling, and monitoring analytics offered via this contract. The state shall have the right to amend the contract to include consulting services for new techniques as they become available from the contractor.

### **3.2 Implementation Requirements:**

- 3.2.1 The contractor shall complete implementation services as identified herein to the sole satisfaction of the state agency. The contractor shall follow a Systems Development Lifecycle methodology in the execution of the implementation project. The phases shall include:
  - a. *Phase 1* – Research, Requirements, Analysis
  - b. *Phase 2* – Design solution (High Level Design and Detail Design)
  - c. *Phase 3* – Configuration, Coding and Unit Test
  - d. *Phase 4* - System and Acceptance Testing
  - e. *Phase 5* – Implementation
  - f. *Phase 6* – Operation & Maintenance
- 3.2.2 The contractor shall be responsible for performing project management activities based on the principles from the Project Management Institute's Project Management Body of Knowledge (PMBOK). The state agency shall designate a state agency project manager. The state agency shall provide the contractor with the state agency project manager's contact information. The Information Technology Services Division (ITSD) Project Management Office shall maintain oversight of the implementation project. ITSD project forms will be used for deliverable acceptance and state agency project manager's project status reporting.
- 3.2.3 Within 5 (5) business days after the state 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 project schedule with milestones and timeframes for each phase. The finalized project plan must be completed within 30 calendar days after the state agency's directive to proceed notification and shall be the subject to the state agency's approval. Elements of the project plan shall include:
  - a. Project Work Plan
  - b. Project Management procedures
  - c. Staffing Management plan
  - d. Risk Management plan
  - e. Quality Management plan
  - f. Change Management plan
  - g. Communication plan
  - h. Knowledge Transfer plan
- 3.2.4 It is highly desirable that the finalized schedule and expected deliverables include:
  - a. *Phase 1* – Research, Requirements, Analysis
    1. Approved Specifications
      - a. Business workflows
      - b. Forms/Letters
      - c. Reports

- d. MMIS Interface
- e. SURSAnalyst and Buy In conversion requirements
- f. Lotus Notes (COIN investigations) conversion requirements
- g. System (non-functional) requirements
- 2. Procurement of any system hardware
- b. *Phase 2 – Design solution (High Level Design and Detail Design)*
  - 1. Server and related hardware installation and base configuration
  - 2. Base software install
  - 3. Database configuration
  - 4. High Level and Detail Design Documentation
    - a. Conversion programs
    - b. Forms/Letters
    - c. Reports
    - d. Interfaces exchange
    - e. Presentation/service layer
    - f. Application layer
    - g. Security layer
  - 5. Backup/Disaster Recovery procedures
- c. *Phase 3 – Configuration, Coding and Unit Test*
  - 1. Approved Code Review
  - 2. Acceptance Test Plans
    - a. Conversion testing
    - b. Functional testing
    - c. Technical testing
    - d. Accessibility testing
    - e. CMS certification checklist testing
    - f. Legal testing
  - 3. User Security and roles configured
  - 4. Initial Tests approved
- d. *Phase 4 - System and Acceptance Testing*
  - 1. Initial Training
  - 2. Completed and approved testing
  - 3. Finalized configuration
  - 4. Limited parallel production deployment
  - 5. Pilot deployment
- e. *Phase 5 – Implementation*
  - 1. Full training
  - 2. Full production deployment
  - 3. Full production support
- f. *Phase 6 – Operation & Maintenance*
  - 1. Skills transfer
    - a. System Administration
    - b. Application administration
    - c. Maintenance and support procedures
  - 2. Finalized and distributed technical documentation
  - 3. Post Implementation Evaluation Report (PIER)
  - 4. Administrative closure – Project signoff

3.2.5 Project Roles and Responsibilities: The state agency has identified contractor key staff to include, but not be limited to, the below positions. It is preferred that the contractor identify key staff titles and job

descriptions as indicated below. The contractor may name one individual to serve in more than one of these positions:

- a. Project Manager, a certified Project Management Professional, who is subject to review and approval by the state agency during the finalization of the project plan;
- b. Subject Matter Expert/Business Analyst(s) who facilitates requirements interviews with the state agency's business experts, writes design specifications, recommends process changes for efficiency or best practices;
- c. Technical Person(s) who installs software and hardware, configures/programs software per specifications, and provide skills transfer to state IT staff;
- d. Testing Coordinator who manages the test plans and procedures; and
- e. Trainer(s) who supplies training as described herein;

3.2.6 The contractor shall prepare, deliver, and document meetings with subsequent minutes. Examples of meetings include, but are not limited to:

- a. Project Kickoff meeting with propose project schedule.
- b. Regular project status meetings as agreed to by state agency. The status/progress report or a derivative thereof, is subject to the request and review of the state's Project Management Office.
- c. Technical meetings with state agency.

3.2.7 The state's Information Technology Services Division (ITSD) shall participate in each phase of the project, providing consultation to the state agency. The state reserves the right to review the solution's customized code for compliance with the state's IT standards and security protocols. The contractor shall provide skills transfer to ITSD during installation, on-site configurations, and turn-over of the solution operations to the state.

3.2.8 The legal counsel for MMAC shall be consulted during each phase of the project to assure that the solution permits the administration of MMAC's program in a manner that is consistent with state and federal law. Legal review will coincide with, and be part of, the (10) business day Deliverable Acceptance/Review Period gate reviews.

3.2.9 The contractor and the Information Technology Services Division (ITSD) shall both have tasks to perform for the solution to operate as part of, and be integrated into, the existing state agency environment. It is the contractor's overall responsibility to provide any solution modifications or additions necessary to enable the solution to operate according to all mandatory technical and performance specifications presented herein and in the RFP Exhibits.

a. ITSD responsibilities

1. Installation:

- a. All client devices except additional scanners the contractor recommends
- b. Infrastructure software – refer to paragraph 2.5.10 State Agency Environment
- c. Physical Servers – IBM blade servers
- d. Network – switches, routers, firewalls, cabling
- e. All non-production environments
- f. Database Management Systems (DBMS) install with assistance from contractor

2. Collaborative effort to include infrastructure software and hardware.

- a. Configuring all non-production environments with assistance from contractor.
  - b. DBMS maintenance and administrative tasks which include security permissions, backups/recovery, provide assistance with troubleshooting, and coordinating downtimes.
- b. Contractor responsibilities
1. Installation:
    - a. Client Devices – Any additional scanners the contractor recommends
    - b. Software owned by the contractor and all unique third party software required for the solution
    - c. Production environment with assistance from the OA ITSD Database Team
    - d. Assistance with non-production environments
  2. Configuration and programming necessary to implement the solution.
- 3.2.10 Each deliverable software component of the solution must be approved by the state agency and ITSD. The contractor shall develop and execute unit testing, integration testing, regression testing, pilot testing, and stress testing of the solution. The state agency shall be responsible for acceptance testing that includes the development of the agency's own test plans, execution of those test plans, and state's acceptance of the solution. The agency's test plans shall not exceed the scope of this contract. All testing from the contractor and the state agency shall include the following:
- a. Conversion testing - Testing to ensure the data from the legacy software is mapped and loaded into the proper fields within the database. Testing will also verify all edits and web services support for the legacy data.
  - b. Functional testing - Testing to ensure the solution effectively meets the business results of the agency and the functional requirements within Section 2 Functional and Technical Requirements.
  - c. Technical testing - This is a variety of tests to ensure the viability of the solution: performance, modularity, MITA data and architecture standards, interoperability.
  - d. Accessibility testing - Testing to ensure the features and functions comply with the provisions of the section 508 of the Rehabilitation Act.
  - e. CMS certification checklists – Validation that the solution meets the system objectives and review criteria stated in the Program Integrity and Provider Management checklists.
  - f. Legal testing – testing to assure that the solution meets the requirements of federal and state law as referenced in 1.3 Other Available Documentation.
- 3.2.11 Network and Infrastructure: The contractor must perform an initial analysis of network and server hardware requirements for the system. The contractor shall not be required to provide any network components, i.e., switches, routers, firewalls, cabling, nor shall the contractor have any responsibility for network operations.
- a. The contractor shall be required to recommend sufficient hardware capacity within the State Data Center's current environment (including racks and storage). This shall include recommendations for the hardware capacity at the agency's disaster recovery site (SpringNet).
  - b. After the analysis of the current environment, the contractor shall prepare an inventory list that includes any hardware or software required for the solution to operate as part of, and be integrated into, the existing state agency environment. The inventory list shall include an installation schedule, amounts, type, hardware specifications, and software specifications.

- c. The contractor shall provide recommendations for any necessary upgrades or enhancements to the network to facilitate replication of the solution. The replication must align with the agency's disaster recovery site (SpringNet).
- d. The contractor must ensure that the solution integrates into and is compatible with the agency's network topology. Additionally, the contractor must ensure that the system interoperates with Cisco security appliances and Citrix NetScaler network load balancer in order to maintain a consistent infrastructure.
- e. Within 60 days after contract award or as otherwise mutually agreed to, the state and the contractor shall mutually agree on conditions for leveraging the state's current licenses and equipment. Such agreement shall survive the subsequent contract awarded as a result of this RFP. In no event shall the negotiated agreement conflict with or take exception to any of the applicable RFP requirements.

3.2.12 Multiple Environments: The contractor shall work closely with the ITSD to plan and design all technical environments required to implement and maintain the solution (including all production and non-production environments, and related network configuration).

- a. All non-production environments must mirror the production environment, e.g., all software must be installed and at the same version and kept current as the project progresses. Also, all environments must be logically independent and activities must be able to occur in any or all environments simultaneously.
- b. The contractor shall provide installation instructions to ITSD for the non-production environments. ITSD will install the non-production environments under the supervision and instruction of experienced contractor personnel. The contractor shall collaborate with the ITSD during implementation project so non-production environments are kept current. This approach will promote knowledge transfer in preparation of ITSD taking over operations of the production solution.
- c. The contractor shall extend the rights of the license(s) to allow for copies of the solution to execute in the non-production environments. Current installations within ITSD allow for up to five non-production environments: development, test, training, user acceptance, and emergency fix.

3.2.13 The contractor shall provide instruction and documentation for the backup and recovery of the solution, including the mapping the dependencies and proper order of backup and recovery. Documentation shall also include disaster recovery procedures for any solution customizations and configurations that may be required for full operational status at a secondary site located in Springfield, Missouri (SpringNet).

- a. The State Data Center (SDC) currently hosts and manages x86 based systems utilizing VMWare vSphere technologies. The vSphere environment leverages a blade based server platform with a fiber channel based storage fabric. The shared storage environment managed by the SDC is further virtualized behind IBM SVC technologies. Data level backups are performed utilizing IBM Tivoli Storage Manager technologies that are electronically replicated to a secondary site via EMC/Data Domain technologies. Server/Application configuration and imaging level backups are provided utilizing Quest vRanger technologies that are electronically replicated to a secondary site.
- b. The contractor will have access to the State Data Center's Backup Administrator for consultation to determine retention periods of data to be backed up, including frequencies and schedules. Backup/disaster recovery procedures will be subject to state approval.
- c. The contractor's solution shall include defined recovery procedures specific to the agency's implementation of the solution. The proposed solution shall integrate with State of Missouri technologies listed in 3.2.13 (a).



- d. Minimally, the backup and recovery instruction shall be included in the on-site technical support staff/system administrator training.
- e. The contractor shall extend the rights of the license(s) to allow for copies of the solution to execute in the disaster recovery environment.

3.2.14 As part of the operations phase of the implementation project, the contractor shall supply a minimum of 60 days of technical support. Support activities may include modifications for compatibility, solution functionality, performance tuning and optimization. The contractor shall have technical support coverage twenty-four hours a day, seven days a week (24 x 7) during this 60 day period. The contractor's technical support personnel shall work hand-in-hand with the state's system administrator and other technical personnel for knowledge transfer. Onsite and offsite post-implementation services must be available. The state agency shall specify whether requested services must be provided on-site or off-site. The contractor and state agency shall mutually agree on the time, frequency, and place of the services.

3.2.15 Transfer of operations to state agency: As part of the operations phase of the implementation project, the contractor shall transfer operations of the solution to the state agency. Since the solution will be hosted within the State Data Center, the transition shall primarily involve the Core Functionality Software and Work Product Software (refer to paragraph 1.6.2 for definition of Core Functionality Software and Work Product Software). The contractor shall work with the state agency to ensure orderly transition of operations without interruption to the users of the solution.

- a. The transfer of operations shall not occur before full implementation of the solution. The contractor shall agree that the state agency has sole discretion to determine when the transfer of operations shall occur.
- b. Copies of all documentation as described in 3.2.21 shall be provided to the state agency.
- c. The contractor shall ensure that all environments are turned over to the agency.
- d. The solution's website domain, all website content, security related protections and account information shall be transferred to the state agency. The contractor shall work with the state agency to transfer the website, domain name, files, databases and applications that constitute the operation of the website to the state agency.

3.2.16 Deliverables: The contractor must provide project, phase, and software component deliverables. Minimally, the deliverables shall include a project plan, infrastructure plan, design specifications, high level and low level designs, test plans, implementation plan, and operations plan.

3.2.17 Deliverable Acceptance/Review Period: Gate reviews shall be performed after each phase of the approved project plan to validate the deliverables and milestones have been satisfactorily met. The completed deliverables within each phase shall be reported in writing by the contractor and reviewed by the state agency and ITSD. The contractor shall submit an invoice to the state agency within thirty (30) calendar days after completion of each phase. The agency shall have (10) business days for acceptance review upon notification of the completion of deliverable(s). The state agency shall give written notice of either issues or acceptance of the deliverable(s) within the (10) day review period. Only accepted deliverables shall be authorized for payment.

- a. Any phase with more than five (5) deliverables for review shall automatically extend the acceptance review another ten (10) days. Additional time for acceptance may be negotiated. Extension of the acceptance period must be agreed to by all parties in writing, except when deliverables are returned for correction.
- b. When deliverables are returned for correction, a new ten (10) business days acceptance period shall begin upon notification the correction has been completed.

- c. The full production rollout plan and schedule of the implementation shall be mutually agreed to between the contractor and the state agency. The state agency shall be the final authority on the implementation rollout schedule.
- d. Acceptance/approval of a deliverable shall be provided to the contractor in writing by the state agency at the end of the review period. The contractor must obtain acceptance/approval before that deliverable shall be deemed completed and therefore eligible for payment. Only "accepted/approved" deliverables shall be authorized for payment. Work may continue on additional deliverables during the review period of the acceptance process. The state shall not unreasonably withhold acceptance/approval.

3.2.18 Final Acceptance: At the completion of the transfer of operations to the state agency, the contractor shall submit a closure report for overall acceptance of the project. The contractor shall hold a Post Implementation Evaluation Report (PIER) meeting with the state agency and ITSD to go over the closure report. After the PIER meeting, the agency shall have a (30) day review period for overall final acceptance of the project and to validate proper hand-off of maintenance and support to state agency staff.

3.2.19 The contractor shall comply with and fully cooperate with any audits, reviews, evaluations, and certification procedures to ensure compliance with federal/state law governing this contract.

3.2.20 The state agency shall have the right to obtain, at their option, additional contractor support to perform Independent Verification and Validation (IV&V) services. The IV&V contractor will support the state agency in evaluating work products delivered by the contractor, assess the progress made by the contractor, and evaluate the processes used by the contractor. The contractor shall understand and agree the state agency's IV & V shall have unlimited right of access and disclosure to all background materials, reports, data, product deliverables, recommendations, analysis, contractor corrective actions plans, and post-award technical submissions that may be requested. The state agency agrees to take all reasonable precautions to protect unauthorized disclosure of proprietary information and will consult with the contractor on what constitutes reasonable precautions; however, the final determination will rest with the state agency.

3.2.21 Documentation: The contractor must provide system technical, and internal and external user documentation that has each element, screen, and report fully documented. The documentation must include:

- a. Security administration guide - In order to delegate selected security maintenance tasks and responsibilities to a restricted number of agency employees, the contractor must develop a comprehensive security guide tailored to meet agency objectives. The contractor must prepare a guide that combines general reference information with agency specific procedures to assist security administrators in performing their duties.
- b. Disaster recovery guide - The contractor must develop a guide to be used in a disaster recovery situation. This guide must document the steps and procedures to be followed and the components to be moved in case a disaster situation forces offsite recovery of the system. This guide must document the assumptions the contractor makes about the state's existing disaster recovery plan, the state's existing disaster recovery capacity, and the state's desired recovery time objectives and recovery point objectives. The contractor must develop this guide in conjunction with the agency and must include several options to reflect and address the assumptions being made.
- c. Operations documentation - The contractor must develop complete operations documentation. The operations documentation must include overviews of the application, system structure, processing, business rules, interfaces, reports, and correspondence. The operations documentation must include any required periodic maintenance tasks. The operations documentation for each production and nonproduction environment must describe the overall batch or background process/job schedule,

including dependencies, sequencing, timing, failure/restore procedures for each process/job, procedures for stopping and starting components of the solution, and any other documentation reasonably necessary to use and support the solution.

- d. Solution documentation - The contractor must produce complete system documentation that documents the application software and its architecture as it is implemented at the agency, e.g., application architecture, installation, configuration, operations, backup and recovery, diagnostics, security, for all COTS and third-party software products implemented.
- e. Functional manual – The functional manual must be a complete guide to the performance of all activities associated with a particular function. The manuals must progressively describe, in narrative fashion, each step involved in performing the activities. The manual for each function must be organized by discrete activity and shall contain a comprehensive table of contents and a comprehensive index to direct readers to proper procedures for each activity.
- f. Workstation installation procedures and automated installation tools - If there are any workstation-based components to any of the software products and solutions, the contractor must provide the agency with a set of documented procedures, and automated deployment and installation scripts for use with the agency’s software distribution tools. These scripts and procedures must enable agency staff to independently install and connect additional workstations.
- g. The contractor must provide all commercial documentation for software provided by the contractor.
- h. The contractor must provide documentation for system updates through new documentation versions, not addendums.

### **3.3 On-site Training:**

- 3.3.1 The contractor must provide all training required for the successful operation of the solution, including a manual for staff. All training shall take place in Jefferson City, Missouri. The state agency shall determine when training is sufficient for successful operations. If the initial training session is insufficient and the State of Missouri determines that additional training is needed, then the contractor shall be required to provide such additional training at no additional cost to the state. The state agency shall provide written notification to the contractor within sixty (60) days after initial training has been completed indicating whether an additional training session is needed. Failure of the state agency to provide such notification within the aforementioned timeframe shall void the state agency’s ability to claim such additional training at no cost. Training must include media based, hands-on experience, and instructor-led delivery modes. All travel expenses for on-site training described below must be included in the costs. The location of the training sessions may not apply for other governmental agencies that may order from this contract.
  - a. The contractor must provide business administrator training for the state agency. Training sessions shall be located in Jefferson City, Missouri. The number of participants in a training session shall be determined by the capacity of the training facility with a maximum of fifteen (15) in each session.
  - b. The contractor must provide training for end-user and supervisor functions for the state agency. This training shall be located in Jefferson City, Missouri. The number of participants in a training session shall be determined by the capacity of the training facility with a maximum of fifteen (15) in each session.
  - c. The contractor must provide technical support staff/system administrator training for state agency technical/system administrators. This training session shall be located in Jefferson City, Missouri. The number of participants in a training session shall be determined by the capacity of the training facility with a maximum of fifteen (15) in each session. The training shall include:

1. Basic operation and troubleshooting;
2. Preventive maintenance;
3. Customization of set-up features;
4. Creation of internal and external user logins;
5. Setting of access privileges;
6. Scheduling of jobs;
7. Job dependencies;
8. Failure and restore procedures for each job and the system;
9. Communication procedures;
10. Procedures for stopping and starting components of the system;
11. Database administration;
12. Application maintenance;
13. System performance tuning;
14. Interface maintenance;
15. Application support; and
16. Any other training reasonably necessary to support the system.

### **3.4 Post-Implementation Services:**

- 3.4.1 Document Collection: As part of MMIS certification protocol, the contractor shall collect data and reports to cover a period of at least six (6) months of full operation that documents that the implemented solution meets all required criteria within the Provider Management and Program Integrity Certification checklists.

### **3.5 Warranties:**

- 3.5.1 The contractor must provide at a minimum a 60 day warranty on the solution, which shall commence upon date of the implementation project final acceptance by the agency.
- 3.5.2 The contractor shall warrant that the solution shall conform to the mandatory functional, technical and performance requirements described in this RFP, including Exhibits thereto. The contractor shall also warrant that the solution shall perform and operate in accordance with the contractor's published specification documentation, including user manuals, regarding the products.
- 3.5.3 The contractor must respond to all defects reported during the warranty period. Refer to the severity level chart in 3.6.8 for definition in levels of severity and timeframes for response.
- 3.5.4 The contractor must correct all severity level defects that are reported during the warranty period at the contractor's expense. The contractor must notify the state when the defect corrections are resolved. Before the contractor implements any corrections into production, the state must test and approve the corrections. The contractor must correct all severity level defects per Liquidated Damages paragraph 5.6.

### **3.6 Maintenance and Technical Support Services:**

- 3.6.1 Technical Support: The contractor must provide a contact phone number to the agency that can be used to report technical system problems. Contractor personnel must respond to reported problem within 60-minutes. It is highly desirable that the contractor provide a toll free telephone number for support. It shall be noted that ITSD will be first level help desk support before the contractor is contacted for technical support.
- 3.6.2 System Maintenance Support Services: The contractor must provide system maintenance (e.g. upgrades, enhancements, patches, new releases, etc.) and technical support for Core Functionality Software Module(s) provided including unlimited telephone technical support problem determination and resolution. So long as the State of Missouri pays the maintenance fees as specified within Exhibit A, the

contractor shall provide to the State of Missouri all generally publicly available improvements and additions to the functionality, as well as new functions, of the Core Functionality Software Modules and provide the maintenance services as specified herein. Refer to paragraph 1.6.2 for definition of Core Functionality Software Modules.

- a. The maintenance support price stated in Exhibit A shall be effective upon expiration of the warranty period. From date of contract award until such time that the maintenance billing takes effect, the contractor shall provide to the agency all technical and maintenance support services described herein at no additional cost.
  - b. The contractor shall maintain the Core Functionality Software Module(s) so that it operates in conformity with all descriptions and specifications stated herein and as applicable in the RFP Exhibits including specifications for the performance of all improved or modified versions which the State of Missouri has been licensed to use. The contractor must provide software documentation that is kept up-to-date with any upgrade or revision to the Core Functionality Software Module(s). Updated software documentation must be provided to the agency within forty-five (45) business days of installation of any upgrade or revision to the system, unless otherwise agreed to by the agency. The contractor must perform regression testing on upgrades prior to installing/implementing the upgrades into production. In performing the regression testing on a new version/upgrade of the software, the contractor must certify in writing to the agency that all the previous (old) solution capabilities still work in accordance with the contract requirements. The contractor may request waiver of the regression testing requirement from the agency with sufficient justification given to the agency in writing that indicates why regression testing is not necessary. It shall be the agency's sole discretion as to whether to grant this waiver, which must be received by the contractor in writing for it to be considered a valid waiver from the agency.
  - c. It is highly desirable that the solution have major releases at least annually to stay in compliance with CMS regulation. The solution should be maintained with patches and hot fixes applied monthly or quarterly.
  - d. The contractor agrees to respond to the State of Missouri's inquiries regarding the use and functionality of the Core Functionality Software Module(s) as issues are encountered by system users.
  - e. In the event that the state upgrades their computer hardware/software, the contractor must likewise upgrade, at no additional cost to the agency, their solution's Core Functionality Software module(s) and hardware provided under this contract.
- 3.6.3 The contractor must provide technical/help desk support Monday through Friday, at least eight hours per day. It is highly desirable that the technical support coverage be twenty-four hours a day, seven days a week (24 x 7).
- 3.6.4 The help desk/technical support personnel should be knowledgeable and technically trained to answer/resolve system technical support problems. The help desk staff should be able to answer "how to" type questions about the system as well as questions about hardware and internet setting configurations.
- a. When the agency staff calls the help desk/technical support, the contractor's technical support staff should not place the agency caller on hold for more than five (5) minutes. If unable to connect the agency caller to talk to an actual help desk/technical support person that can assist them with their problem(s) within the aforementioned 5 minute period, the technical staff should inform the agency caller that they'll need to call them back. The contractor's staff merely picking up the phone to indicate for the caller to continue holding or other similar type message shall not meet this requirement. Merely answering the phone and assigning a case number to a problem shall not meet the technical response time requirements of the RFP.

- 3.6.5 The contractor shall keep a log of all maintenance/technical support calls made to the help desk/technical support personnel and document the complaints and problems reported to the help desk system whether made by the agency or by the agency vendors utilizing the website. The log shall be made available to the agency online as well as any other time upon request by the agency. The log must at a minimum contain the following information:
- a. Time of call;
  - b. Name of Caller;
  - c. Caller's telephone number and/or email address;
  - d. Description of Reported Problem/Complaint;
  - e. Indication of whether the problem/complaint was resolved at time of call;
  - f. Description of any follow up investigation/resolution plans;
  - g. Assigned Case number if resolution not provided during call;
  - h. Estimated date of problem resolution; and
  - i. Date of and Description of Final Resolution.
- 3.6.6 It is highly desirable that the contractor provide electronic support. 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. It is highly desirable that the contractor include links or a formal process to submit enhancement requests, and track notifications associated with the requests.
- 3.6.7 The contractor shall agree and understand that the State of Missouri reserves the right to cancel maintenance on any or all of the item(s) with 30 calendar days prior written notice to the contractor.
- 3.6.8 The agency reserves the right to determine and assign levels of severity for the defect issue/support problems with the system solution. The severity of the defect issue/support problem shall determine the problem resolution response time in any calendar month of the contract as stated in the table below.
- a. **Defect** shall mean a production problem, which, if not corrected, could cause an application to either fail or to produce incorrect results. Incorrect results include the absence of functionality, which was specified in the approved Business Rules and/or System Requirements as defined in the project or within this RFP.

Severity Level	Description
Urgent (1)	<p>Failure causes loss of function or data and there is not a mutually agreed upon workaround. Example; Users are unable to execute a critical feature such as login.</p> <p>Severity Level 1 (Urgent) shall be defined as urgent situations, when the agency’s system is down and the agency are unable to use the system. Failure causes loss of function or data and there is not a mutually agreed upon workaround. Example: Users are unable to execute a critical feature such as login. The contractor’s technical support staff shall accept the call for assistance at the time the agency places the initial call; however if such staff is not immediately available, the contractor shall return the call within sixty (60) minutes. The contractor shall resolve Severity Level 1 problems as quickly as possible, which shall not exceed six (6) business hours (“Problem Resolution Response Time”) unless mutually agreed between the contractor and the state agency.</p>
High (2)	<p>Failure causes a loss of function or data, but there is a mutually agreed upon workaround. Example; Users are unable to access a critical feature such as a report but there is an acceptable workaround.</p> <p>Severity Level 2 (High) shall be defined as critical system component(s) that has significant outages and/or failure precluding its successful operation, or possibly endangering the agency’s environment. The system may operate but is severely restricted. Failure causes a loss of function or data, but there is a mutually agreed upon workaround. The contractor’s technical support staff shall accept the agency’s call for assistance at the time the agency places the initial call; however if such staff is not immediately available, the contractor shall return the agency’s call within sixty (60) minutes. The contractor shall resolve Severity Level 2 problems as quickly as possible, which shall not exceed eighteen (18) business hours (“Problem Resolution Response Time”), unless mutually agreed between the contractor and the state agency.</p>
Medium (3)	<p>Failure causes a partial loss of function, but users can accomplish tasks with a mutually agreed upon workaround.</p> <p>Severity Level 3 (Medium) 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. Failure causes a partial loss of function, but users can accomplish tasks with a mutually agreed upon workaround. The contractor’s technical support staff shall accept the agency’s call for assistance at the time the agency places the initial call; however if such staff is not immediately available, the contractor shall return the agency’s call on average within sixty (60) minutes. The contractor shall resolve Severity Level 3 problems as quickly as possible, which shall not exceed four (4) business days (“Problem Resolution Response Time”), unless mutually agreed between the contractor and the state agency.</p>
Low (4)	<p>Cosmetic and minor errors, all the user tasks can still be accomplished. Example: Grammar errors, color changes, misspelled words, layout, etc.</p> <p>Severity Level 4 (Low): shall be defined as cosmetic and minor errors, all the user tasks can still be accomplished. Example: Grammar errors, color changes, misspelled words, layout, etc. The contractor’s technical support staff shall accept the agency’s call for assistance at the time the agency places the initial call; however if such staff is not immediately available, the contractor shall return the agency’s call on average within sixty (60) minutes. The contractor shall resolve Severity Level 4 problems as mutually agreed between the contractor and the state agency.</p>

3.6.9 **Problem Resolution Response Time:** The State of Missouri defines the problem resolution response time as the total elapsed time from when the contractor's qualified service technician has been contacted by the agency and the system error/nonconformity severity level has been determined until the time when the issue or problem has been fixed, tested, and verified as being resolved as reasonably determined by the agency in accordance with the aforementioned severity level provisions.

### 3.7 **Project Assessment Quotation:**

3.7.1 It is the intent of the state to self-support the solution after the warranty period. Therefore, the agency and ITSD will be responsible for routine system administrator work, accommodating new policy, reporting changes, and business rules changes to the extent the solution allows. The state reserves the right to use the Project Assessment Quotation procedure as stated herein to address maintenance and enhancements when self support is limited or determined not to be in the state's best interests.

3.7.2 **Project Assessment Quotations:** The contractor's system solution must allow for customizations of its functionality in order to provide the state with enhancements and/or new functionality needed by the state. The State of Missouri reserves the right to conduct a separate procurement process(es) to establish a contract(s) for the same or similar services for any of the state's specific project(s) and/or to continue to utilize valid existing consulting services contracts, if determined to be in the state's best interests. For customization of the system not described in the RFP (outside of the contract requirements included herein), the contractor shall understand and agree the state shall utilize the PAQ as a means to (1) identify the specific tasks to be performed and (2) mutually agree upon the total price to be paid to the contractor upon completion of the specified tasks. The PAQ process shall occur in a controlled sequence of proposals and approvals by the state's designated Project Manager as outlined below.

3.7.3 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 state agency's request must explain the scope of the project and the tasks the state agency desires the contractor to perform, including applicable business and technical specifications. In addition, the state agency shall specify the evaluation criteria that shall be utilized to determine the PAQ award. The state agency's PAQ Request should include at a minimum the following information:

- 1) **Introduction/Overview:** Brief description of the project. Information provided to acquaint the reader with the planned acquisition. In addition, the following information shall be provided:
  - state agency name/address
  - state agency designated Project Manager name, email, and phone number
  - brief title of specific PAQ project
  - PAQ issue date
  - PAQ Response Due Date
- 2) **Background:** a description of how the project came to be, a description of why the project is being pursued, and how it relates to other projects. Summarization of any statutory authority or regulations affecting the overall requirement; and identify any background materials attached to the PAQ. Also to be provided is any information pertaining to the state agency's business environment such as identification of hours of operation, as well as, the state agency's technical environment specific to the PAQ project which describes the technological infrastructure, systems, and programs operant within the organization.



- 3) **Objectives:** Specific objectives that the PAQ project will achieve. This section should provide a concise overview of the contract effort goals and objectives; and how the results or end products will be used.
  - 4) **Requirements/Tasks:** listing of specifications/performance requirements, standards, locations, tasks, deliverables, schedule, and assumptions. This section defines the tasks that the contractor must complete for the PAQ project. This section should provide 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 must be clearly stated and must be quantifiable.
  - 5) **Deliverables:** This section should clearly state what the contractor must deliver. If different tasks have different delivery requirements, they must be clearly identified along with times within which the contractor must deliver. A description of the acceptance criteria as well as what documentation the contractor must obtain from the state agency to verify the state agency's receipt and approval of the deliverable work product.
  - 6) **Government Furnished Property:** This section should identify any government-furnished property provided to the contractor such as equipment, on-site work space, software tools, remote access, or specific data/information.
  - 7) **Security Requirements:** This section should identify any unique security requirements associated with PAQ performance (when applicable). These requirements may include, but are not limited to, such items as: Special pass or identification requirements; Special security clearance requirements; or special escort requirements.
  - 8) **Place of Performance:** This section should identify where the contractor's staff will be performing their work (on-site at the state agency's facility(ies), off-site at the contractor's facility(ies), combination thereof, etc).
- b. **STEP 2: PAQ RESPONSE**
- The contractor must respond (within a prescribed number of days as stated within the PAQ Request by the state agency) to each such PAQ request from the state agency's designated Project Manager with a PAQ Response which provides a statement of firm, fixed cost for the project, and technical/service solution to fulfill the PAQ Request. The contractor's PAQ Response should include at a minimum the following:
- 1) **Project Overview:** Statement of the contractor's understanding of the PAQ project and the business/technical needs of the project.
  - 2) **Resources:** A description of the contractor's resources that shall be provided to fulfill the PAQ project to include but not limited to: human resources to be provided, facility/equipment/supply resources, etc. a description of the minimum qualifications for an individual with a human resource job classification category (i.e., database architect, programmer, etc) outlining the skills, experience and knowledge/education of the staff being offered for the PAQ project.
  - 3) **Approach/Methodology:** A description of how the contractor will specifically go about completion of the work for the PAQ project. This description should include:
    - Project Management Plan, project tracking and reporting the progress of the project, etc.
    - A Work Breakdown Structure (WBS) to include a listing of the state agency's responsibilities,
    - Functional definition of requirements that outlines how the services and/or features shall operate, look, and complete tasks for each PAQ requirement, specification, task. This

description should describe how the requirements/specifications 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 by the contractor's proposed solution for the PAQ project.

- Change Control Plan,
- Issue Tracking Plan,
- Assumptions, and
- Quality Assurance (QA) Plan: A description should be included of the contractor's QA process to be utilized for the project tasks, schedule, deliverables, and testing in order to ensure that work related to the production of acceptable deliverables is on track and expectations are met or exceeded. The QA process is expected to be proactive to ensure not only that the schedule is met, but also that product and service quality is maintained.

- 4) **Cost Response:** Firm, fixed price(s) *per deliverable* to fulfill the PAQ Project, which at the sole discretion of the state agency may require inclusion of a 10% payment holdback for which the total firm, fixed price for all deliverables is \$75,000 or greater. All travel-related expenses must be included within the firm, fixed deliverable price. ***No separate or additional reimbursement shall be made for travel related expenses.***

- i. The contractor shall agree and understand the firm, fixed price stated in the awarded PAQ Response shall not be increased unless the state agency requests a corresponding increase in the scope of work under the PAQ. In other words, if the contractor underestimates the level of effort in terms of personnel resources, the contractor shall not charge the state more than the total firm, fixed price for all deliverables unless the state later amends the PAQ to increase the scope of work. If the scope of work does not increase, the contractor shall complete all work agreed upon in the awarded PAQ at the firm, fixed total price stated in the PAQ Response. The contractor shall understand and agree federally funded projects may require added levels of PAQ cost response detail such as delineation of hourly rates and the number of hours used to derive the firm, fixed PAQ project cost(s).
- ii. Unless stated in the PAQ Response, the state shall assume absolutely no other costs exist to satisfy the PAQ's requirements. Therefore, the awarded PAQ contractor shall be responsible for any additional costs.
- iii. PAQ pricing shall be based on specific deliverable components of the project and shall not be based on monthly billing. If the contractor fails to deliver all the functionality/features specified in the PAQ for a given deliverable then payment for the deliverable shall be withheld until all functionality/features of that deliverable have indeed been provided to and accepted by the state agency. Payment shall not be made in advance for any deliverable; all payments shall be made in arrears (i.e., upon delivery and acceptance of a deliverable).

c. **STEP 3: APPROVAL AND AWARD OF PAQ**

The awarded contractor and the state agency's designated Project Manager must indicate mutual acceptance of the PAQ project by signing and dating the PAQ Response document. The state agency's designated Project Manager (1) must retain one signed copy; (2) must forward a copy of the awarded PAQ to the Division of Purchasing and Materials Management for inclusion in the contract file; and (3) must send one copy of the signed and awarded PAQ to the contractor.

d. **STEP 4: AUTHORIZATION TO PROCEED/ PAQ PROJECT WORK**

An approved awarded PAQ alone does not constitute an authorization to proceed with project work. In accordance with paragraph 9c of the Terms and Conditions Request for Proposal, **before providing work on any project, the contractor must receive a properly authorized Purchase Order** except the state agency may authorize an obligation of less than \$3,000.00 pursuant to the terms of the contract without the official encumbrance of funds (i.e. without the issuance of a

properly authorized Purchase Order). Project work shall include the contractor's completion of the tasks identified in the awarded PAQ.

e. **STEP 5: 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 deliverable compensation requirements as described in the awarded PAQ document. The state 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 / WBS outlined in the PAQ. Once the PAQ project work has been formally accepted by the state agency, the contractor shall deliver the source code materials (if applicable) pertaining to the PAQ project work to the state agency within five (5) business days.

f. **STEP 6: 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 deliverables for compensation outlined in the PAQ.

g. **GENERAL REQUIREMENTS**

- 1) The contractor shall submit PAQ responses in a timely manner – typically 10 working days.

Prior to the PAQ response due date, it shall be the contractor's responsibility to ask questions, request changes or clarification, or otherwise advise the requesting state agency if any language, specifications or requirements of the PAQ appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the PAQ to a single source. Any and all communication from contractors regarding specifications, requirements, competitive PAQ process, etc., must be directed to the state agency contact listed on the PAQ request document.

- 2) The requesting state agency reserves the right to officially amend or cancel a PAQ after issuance. The state agency shall notify all contractors of any amendment or cancellation.
- 3) The state agency's designated Project Manager reserves the right to reject any contractor-submitted PAQ that is non-compliant with the PAQ's mandatory requirements.
- 4) The contractor shall not be paid for the preparation of the PAQ response.
- 5) A PAQ Request, PAQ Response, 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, after the state's acceptance of the PAQ, must be formalized in writing as an official revision to the awarded PAQ. The format of PAQ revisions shall be consistent with the format of the awarded PAQ as outlined above, including the distribution of the original to the Division of Purchasing and Materials Management, a copy to the contractor and retaining a copy for the agency's designated Project Manager. No oral or informal (e.g. by e-mail) amendments, representations or agreements to modify the PAQ shall be enforceable.
- 7) The state agency's designated Project Manager shall have the right to terminate the PAQ at any time, for the convenience of the state agency, without penalty or recourse, by giving written notice to the contractor at least ten (10) business days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all developed source code, 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 state agency's

designated Project Manager become the property of the State of Missouri. The contractor shall be entitled to receive compensation at contract agreed upon prices for that work completed and accepted by the State pursuant to the PAQ prior to the effective date of termination.

- 8) The duration of any PAQ must not exceed the effective contract period. However, if valid renewal options remain in the contract, the state agency may allow the PAQ to continue contingent upon the DPMM exercising the available renewal option.
- 9) Project Assessment Quotation Invoicing: The contractor shall submit an invoice to the state agency within thirty (30) calendar days after completion of and in accordance with the mutually agreed upon deliverables for compensation for the contractor's project work (as specified in applicable Project Assessment Quotation).
- 10) Payment Holdback: At the sole discretion of the state agency, for any project for which the total firm, fixed price for all deliverables is \$75,000 or greater, the state agency may require ten percent (10%) of the project costs to be held back by the state agency and shall be paid to the contractor upon final acceptance by the state agency of the entire PAQ project completion and receipt by the state agency of an accurate invoice for the final deliverable. Payment holdback provisions described herein shall not be construed as a penalty.

The state agency may impose a payment holdback at its sole discretion when:

- The contractor fails to fulfill the mandatory requirements of the PAQ resulting in a deliverable being considered non-compliant with the PAQ requirements and the contractor fails to correct and resolve the issue within ten (10) business days or other timeframe as agreed to in writing by the state agency's Project Manager; or
  - The contractor fails to provide the state agency with an accurate invoice for all successfully completed and accepted deliverables for a PAQ project within forty-five (45) days after state agency acceptance of the deliverables.
- 11) If the PAQ project is canceled by the state agency due to reasons not attributable to the fault of the contractor prior to completion of the project, all payment holdback amounts retained by the state agency for that particular PAQ project shall be returned to the contractor.

### **3.8 Work Product and Software Property Rights:**

- 3.8.1 Work Product: The contractor shall understand and agree all work product as defined in paragraph 1.6.3 is the property of the state, unless otherwise stated herein, including any modifications and derived works of the developed application modules that are developed by the state or any contractor hired by the state. The state shall have the right to share the source code of work product software with public governmental entities (i.e., local, county, city, state, or federal governmental entities) without restriction or limitations from the contractor.
- 3.8.2 The state must be able to self-support the Core Functionality Software Module(s) and Work Product Software immediately upon initiation of the warranty period.
  - 1) In order to accommodate the self-support requirements of the state, the contractor must provide access to the rules engine, business administrator, and system administrator functions to the state agency for changing business needs, workflows, security, and changes in state/federal laws or regulations.
  - 2) Pursuant to the Core Functionality Software Module(s) provided, the contractor shall grant to the state the right to: (1) permit the state-authorized individuals, consultants, groups, agencies, and organizations to interface with the core functionality software module(s) through the

systems' Application Programming Interfaces (API), including without limitation, delivering data to and extracting data from the system.

- 3) Within 60 days after contract award or as otherwise mutually agreed to, the state and the contractor shall mutually agree on conditions of the state's ability to configure the Core Functionality Software Module(s). Such agreement shall survive the subsequent contract awarded as a result of this RFP. In no event shall the negotiated agreement conflict with or take exception to any of the applicable RFP requirements.

3.8.3 Supporting Software: The Supporting Software provided by the contractor for use with the system shall remain proprietary to and property of the contractor and/or applicable third party provider. The state does not require access nor the right to copy, enhance, and modify any Supportive Software Module(s) and Ancillary Tools.

- 1) Pursuant to the Supporting Software provided, the contractor shall facilitate or facilitate the granting to the state an irrevocable, perpetual, non-exclusive, and royalty-free right to: (1) use the software for performing or supporting the state's business activities; (2) permit the state-authorized individuals, consultants, groups, agencies, and organizations to access and interact with the software through the systems' internal and external interfaces, including without limitation, delivering data to and extracting data from the system; and (3) demonstrate and perform the software for the public, including the state's constituents and other governmental entities.
- 2) Within 60 days after contract award or as otherwise mutually agreed to, the state and the contractor shall mutually agree on conditions of the state's usage of the Supporting Software Module(s). Such agreement shall survive the subsequent contract awarded as a result of this RFP. In no event shall the negotiated agreement conflict with or take exception to any of the applicable RFP requirements.

3.8.4 Ancillary Software Tools: The State understands and agrees that any ancillary software tools or pre-printed materials (e.g., project management software tools or training software tools, etc.) developed or acquired by the contractor that may be necessary to perform a particular service required hereunder but not required as a specific deliverable of the contract, including tools or methodologies of the contractor, derivative works thereto, or the know-how, techniques, or processes utilized or conceived of by the contractor unless such tool, methodology, process, or technique was developed as a specified deliverable under the contract, shall remain proprietary to and the property of the contractor or third party provider; however, the contractor shall be responsible for ensuring such tools and materials are being used in accordance with applicable intellectual property rights and copyrights.

3.8.5 No work product developed as required by the contract, shall be used or marketed by the contractor or released to the public without the prior written consent of the state agency.

3.8.6 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 to the extent authorized by law.

### **3.9 Innovations:**

3.9.1 The contractor is highly encouraged to propose innovative technologies, processes, and materials for continual improvement to the agency's program integrity and provider management capabilities. The contractor shall formally propose innovations to the agency for evaluation. Agency approved innovations shall be carried out via the PAQ process. The contractor shall provide the following information to the agency for all proposed innovations:

- a. The purpose of the proposed innovation;

- b. Advantages/disadvantages of the proposed innovation;
- c. Impact on cost, existing capabilities, ease of implementation;
- d. Use or application in similar successful situations or conditions;
- e. Specifications or other data useful for the agency to evaluate the potential innovation;
- f. Other states that are using the innovation and its' effectiveness.

#### 4. 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. Many of the instructional provisions require certain actions by the vendor in offering a proposal.*

##### 4.1 Preparation and Submission of Proposals:

4.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING/VENDOR REGISTRATION SYSTEM WEBSITE IS NOT AVAILABLE FOR THIS RFP.

4.1.2 Proposal Organization: In order to provide optimal readability of their proposal by evaluators, offerors are strongly encouraged to organize their proposal in **Tabbed Sections** as indicated below. Offeror's proposal should be well-organized, straightforward, and **easy to review**. Poorly organized or responded to proposals may result in reduced subjective evaluation consideration being given under the Method of Performance.

- 1) **Tab 1:** Signed RFP Cover Page and any RFP Amendment Cover Pages
- 2) **Tab 2:** Table of Contents
- 3) **Tab 3:** Transmittal Letter/Executive Summary
- 4) **Tab 4:** Exhibit A – Pricing Pages
- 5) **Tab 5:** Exhibit B – Past Performance and Expertise
- 6) **Tab 6:** Exhibit C – Approach to Requirements and Method of Performance
- 7) **Tab 7:** Exhibit D – Participation Commitment
- 8) **Tab 8:** Exhibit E - Business Entity Certification, Enrollment Documentation and Affidavit of Work Authorization
- 9) **Tab 9:** Exhibit F - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions
- 10) **Tab 10:** Exhibit G – Miscellaneous Information

4.1.3 Conciseness/Completeness of Proposal: It is highly desirable that the offeror respond in a complete, but concise manner. It is the offeror's sole responsibility to submit information in their proposal as it relates to the evaluation categories to allow the state to conduct a complete and efficient evaluation. The State of Missouri is under no obligation to solicit such information if it is not included in the offeror's response. The offeror's failure to submit such information may cause an adverse impact on the evaluation of their proposal. Information not relevant to the requirements herein or the offeror's proposed solution should be excluded from the offeror's proposal.

4.1.4 Proposal Copies: **The offeror's proposal should include an original document, plus five (5) copies for a total of six (6) hard copy documents.** In addition, the offeror should include six (6) complete electronic copies of their proposal in Microsoft compatible format or in .pdf on CD(s) or flash drive(s).

- a. The offeror should ensure all copies and all media are identical to the offeror's hardcopy original proposal. In case of a discrepancy, the hardcopy shall govern.

- b. The front cover of the original hard copy proposal should be labeled “**original**” and the front cover of all copies should be labeled “**copy**.”
  - 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.
- 4.1.5 Imaging Ready: Except for any portion of a proposal qualifying as proprietary or confidential as determined by the Division of Purchasing and Materials Management as specified below, after a contract is executed or all proposals are rejected, all proposals are scanned into the Division of Purchasing and Materials Management imaging system. The scanned information will be available for viewing through the Internet from the Division of Purchasing and Materials Management Awarded Bid and Contract Document Search system. Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers. Also, 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 and should limit proposal content to items that provide substance, quality of content, and clarity of information.
- 4.1.6 Open Records: Pursuant to Section RSMo 610.021, the offeror’s proposal shall be considered an open record after a contract is executed or all proposals are rejected. The offeror shall not submit the 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 ***must*** be separated, sealed, and clearly marked as confidential within the offeror’s proposal. Also, the offeror should provide adequate explanation of what qualifies the material to be held as confidential pursuant to the provisions of RSMo 610.021.
- 4.1.7 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 unless the State exercises its sole option to competitively negotiate the respective proposal(s) and the offeror resolves the noncompliant issue(s).
- a. The offeror is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain terms and conditions which conflict with those of the RFP and its contractual requirements.
  - b. In order to ensure compliance with the RFP, the offeror should indicate agreement that, in the event of conflict between any of the offeror’s response and the RFP requirements, terms and conditions, the RFP shall govern. Taking exception to the State’s terms and conditions may render an offeror’s proposal unacceptable and remove it from consideration for award.
- 4.1.8 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 the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but may not be limited to:
- a. Registration of business name (if applicable)
  - b. Certificate of authority to transact business/certificate of good standing (if applicable)
  - c. Taxes (e.g., city/county/state/federal)



- d. State and local certifications (e.g., professions/occupations/activities)
- e. Licenses and permits (e.g., city/county license, sales permits)
- f. Insurance (e.g., worker’s compensation/unemployment compensation)

4.1.9 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](http://www.irs.gov) website), 2) complete a State of Missouri Vendor Input Form located at [www.oa.mo.gov/acct/](http://www.oa.mo.gov/acct/) 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.

**4.2 Proposal Evaluation and Award:**

4.2.1 Evaluation: After determining that a proposal satisfies the mandatory requirements, 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:

Evaluation Criteria Scoring Category	Maximum Points
Cost: Required Costs.....100 points	100
Past Performance and Expertise	30
Approach to Requirements, Method of Performance & System Demonstration	60
Approach and Method..... 40 points	
System Demonstration.....20 points	
MBE/WBE Participation	10
<b>TOTAL</b>	<b>200</b>

4.2.2 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:
- b. Negotiations may be conducted in person, in writing, or by telephone.

- c. 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.
- d. 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.
- e. 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.

4.2.3 Award Determination: The DPMM shall make the contract award by an all or none basis. The contract award shall result in one offeror providing the products and services to fulfill the requirements of the RFP.

4.2.4 Cost Evaluation: The evaluation shall cover the original contract period plus renewal periods. The cost evaluation shall include all mandatory requirements. However, the State of Missouri reserves the right to evaluate optional items, if deemed necessary to meet mandatory requirements. The offeror must respond to Exhibit A with firm, fixed pricing for all applicable costs necessary to satisfy the requirements of the RFP. Unless stated herein, the state shall assume absolutely no other costs exist to satisfy the RFP's requirements. Therefore, the successful offeror shall be responsible for any additional costs.

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

$$\text{Lowest Responsive Offeror's Price/Compared Offeror's Price X Maximum Cost Points} = \text{Cost Evaluation Points}$$

- b. For the cost analysis evaluation purposes only, it shall be assumed:
  - 1) That the implementation of the system solution will be completed in the initial first year of the contract period (Year 1). Refer to Exhibit A, A.1 pricing pages. This assumption is for evaluation of cost purposes only and is not reflective of what may actually be the project timeframe agreed to between the agency and the contractor.
  - 2) That the optional renewal periods are not reflective of the purchases nor quantities required by the state agency. The renewal periods carry over all of the pricing elements from the initial five year contract period for the purpose of enabling other governmental entities the ability to utilize the contract after the initial contract period.

4.2.5 The quantities indicated in this Request for Proposal are estimates that pertain to the total aggregate quantities that may be ordered incrementally at multiple times throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The State of Missouri makes no guarantees about single order quantities or total aggregate order quantities.

### **4.3 Evaluation of Past Performance and Expertise:**

4.3.1 The evaluation of the past performance and expertise shall be subjective based on fact. Information provided by the offeror in response to Exhibit B of this RFP, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation.

### **4.4 Evaluation of Approach to Requirements, Method of Performance and System Demonstration:**

4.4.1 The evaluation of the approach to requirements, method of performance and system demonstration shall be subjective and may be based on all facts and circumstances known by or available to the state agency. Information provided by the offeror in response to Exhibit C of this RFP, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation. The State of Missouri reserves the right to subjectively evaluate the offeror's system demonstration and their proposed optional services within the evaluation category of Approach to Requirements and Method of Performance.

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

4.5.1 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. The services performed or the products provided by MBE/WBEs must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by MBE/WBEs is utilized, to any extent, in the offeror's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- c. In order to be considered as meeting these targets, the MBE/WBEs must be "qualified" by the proposal opening date (date the proposal is due). (See below for a definition of a qualified MBE/WBE.)

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

- a. If Participation Meets Target: Offerors proposing MBE and WBE participation percentages that meet the State of Missouri's target participation percentage of 10% for MBE and 5% for WBE shall be assigned the maximum stated MBE/WBE Participation evaluation points.
- b. If Participation Exceeds Target: Offerors proposing MBE and WBE participation percentages that exceed the State of Missouri's target participation shall be assigned the same MBE/WBE Participation evaluation points as those meeting the State of Missouri's target participation percentages stated above.
- c. If Participation Below Target: Offerors proposing MBE and WBE participation percentages that are lower than the State of Missouri's target participation percentages of 10% for MBE and 5% for WBE shall be assigned a proportionately lower number of the MBE/WBE Participation evaluation points than the maximum MBE/WBE Participation evaluation points.
- d. If No Participation: Offerors failing to propose any commercially useful MBE/WBE participation shall be assigned a score of 0 in this evaluation category.

4.5.3 MBE/WBE Participation evaluation points shall be assigned using the following formula:

$\frac{\text{Offeror's Proposed MBE \%} \leq 10\% + \text{WBE \%} \leq 5\%}{\text{State's Target MBE \% (10) + WBE \% (5)}}$	x	Maximum MBE/WBE Participation Evaluation points (10)	=	Assigned MBE/WBE Participation points
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4.5.4 If the offeror is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the offeror must provide the following information with the proposal.

- a. Participation Commitment - If the offeror is proposing MBE/WBE participation, the offeror must complete Exhibit 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 and (2) should include evidence that the MBE/WBE is qualified, as defined herein. (i.e., the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri OEO.)

NOTE: If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror is not required to complete Exhibit D, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

4.5.5 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, shall be interpreted as a contractual requirement.

4.5.6 Definition -- Qualified MBE/WBE:

- a. In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the proposal opening date.
- b. MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.
- c. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts, and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.

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 Equal Opportunity (OEO) at:

Office of Administration, Office of Equal Opportunity  
 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: <http://oa.mo.gov/oeo>

#### **4.6 Other Submittal Requirements and Requested Information:**

4.6.1 Preference for Organizations for the Blind and Sheltered Workshops: Pursuant to section 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 services performed or the products provided by an organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the offeror's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

3) The offeror must provide the following information with the proposal:

- Participation Commitment - The offeror must complete the Participation Exhibit included in Exhibit D 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 Documentation of Intent to Participate included in Exhibit D, 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 included in 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 Alphonse 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 the Participation Commitment form included in Exhibit D, as verified by the organization for the blind/sheltered workshop’s documentation of intent to participate, shall be interpreted as a contractual requirement.

4.6.2 Service-Disabled Veteran Business Enterprises (SDVEs): Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) point bonus preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified SDVE.

- a. In order to qualify for the three bonus points, the following conditions must be met and the following evidence must be provided:
- 1) The offeror must either be a SDVE or must be proposing to utilize a SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.
  - 2) The services performed or the products provided by the SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the SDVE is utilized, to any extent, in the offeror’s obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
  - 3) If the offeror is proposing participation by a SDVE, in order to receive evaluation consideration for participation by the SDVE, the offeror must provide the following information with the proposal:
    - Participation Commitment - The offeror must complete Exhibit D, Participation Commitment, by identifying each proposed SDVE, the committed percentage of participation for each SDVE, and the commercially useful products/services to be provided by the listed SDVE. If the offeror submitting the proposal is a qualified SDVE, 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 and dated no earlier than the RFP issuance date by the SDVE or a recently dated letter of intent signed and dated no earlier than the RFP issuance date by the SDVE which: (1) must describe the products/services the SDVE will provide and (2) should include evidence that the SDVE is qualified, as defined herein.
- b. If the offeror submitting the proposal is a qualified SDVE, the offeror is not required to complete Exhibit D, Documentation of Intent to Participate Form or provide a recently dated letter of intent.
- c. If the SDVE is listed on the Internet website listed below, the SDVE is not required to provide a copy of the SDV’s (service-disabled veteran) award letter from the Department of Veterans Affairs or a copy of the SDV’s discharge paper [DD Form 214, Certificate of Release or Discharge from Active Duty], and a copy of the SDV’s documentation certifying disability by the appropriate federal agency responsible for the administration of veterans’ affairs.

[www.oa.mo.gov/purch/vendorinfo/sdve.html](http://www.oa.mo.gov/purch/vendorinfo/sdve.html)

- d. Commitment – If the offeror’s proposal is awarded, the SDVE participation committed to by the offeror on Exhibit D, Participation Commitment, shall be interpreted as a contractual requirement.
- e. Qualified SDVE:
  - 1) SDVE is doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
  - 2) SDVE has not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs;
  - 3) SDVE has the management and daily business operations controlled by one (1) or more SDVs;
  - 4) SDVE has a copy of the SDV’s award letter from the Department of Veterans Affairs or a copy of the SDV’s discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), and a copy of the SDV’s documentation certifying disability by the appropriate federal agency responsible for the administration of veterans’ affairs; and
  - 5) SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

4.6.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo, definition of a “business entity” (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the offeror’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror should complete applicable portions of Exhibit E, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit D must be submitted prior to an award of a contract.

4.6.4 Debarment Certification: The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The offeror should complete and return the attached certification regarding debarment, etc., Exhibit F with their proposal. This document must be satisfactorily completed prior to award of the contract.

4.6.5 Other Miscellaneous Requested Information: The offeror should respond to the information requested in Exhibit G, Other Requested Information.

4.6.6 Proposal Submittal Checklist – The following checklist is provided to assist the offeror in completing his/her proposal. The offeror is encouraged to utilize this checklist before submitting the proposal. It is the offeror’s sole responsibility to ensure that all mandatory requirements are met and that his/her proposal including all exhibits are properly completed and submitted with the proposal.

No.	<b>Description</b> – <i>while not all documents/items listed below are mandatory in submitting a responsive proposal, 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.</i>	<b>Completed?</b> (√)
1.	Completed and signed all amendments (if applicable) and original RFP? <i>(Mandatory that proposal includes signature)</i>	
2.	Provided verification of compliance with the RFP’s mandatory requirements?	

	<i>(In order to ensure compliance with the RFP, the offeror should indicate agreement that, in the event of conflict between any of the offeror's response and the RFP requirements, terms and conditions, the RFP shall govern.)</i>	
3.	Completed Exhibit A – Pricing Pages with firm, fixed pricing?	
3.	Completed Exhibit B – Past Performance and Expertise?	
4.	Completed Exhibit C – Approach to Requirements and Method of Performance?	
5.	If applicable, completed Exhibit D – Participation Commitment for any Blind/Sheltered Workshop, and/or MBE, and/or WBE or SDVE proposed?	
6.	If applicable, completed Exhibit D – Documentation of Intent to Participate, identifying each Blind/Sheltered Workshop, MBE, or WBE or SDVE proposed?	
7.	If applicable, clearly stated Blind/Sheltered and/or MBE and/or WBE or SDVE participation % of Total Value of Contract (or for Blind/Sheltered Workshops, Total Dollar Amount or Participation %) on Exhibit D?	
8.	If applicable, received authorized signature on Exhibit D from every Blind/Sheltered and/or MBE and/or WBE organization or SDVE committed to providing products/services under the RFP?	
9.	Completed and signed Exhibit E – Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization (be sure to complete and return all required documents and affidavit (if required))?	
10.	Completed and signed Exhibit F – Debarment?	
11.	Indicated if there is any Conflict of Interest – Exhibit G, Miscellaneous Information?	
12.	If applicable, clearly marked, separated, and sealed proprietary or confidential information?	
<i>Include six (6) hard copy documents and six (6) complete electronic copies of your proposal.</i>		

**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.**



## **5. GENERAL CONTRACT PROVISIONS**

*This section of the RFP includes contractual 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.*

### **5.1 Contract:**

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

### **5.2 Contract Period:**

- 5.2.1 The original contract period shall be as stated on page 1 of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for three (3) 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.

### **5.3 Contract Extension:**

- 5.3.1 In the event of an extended re-procurement effort and the contract's available renewal options have been exhausted, the Division of Purchasing and Materials Management reserves the right to extend the contract. If exercised, the extension shall be for a reasonable period of time 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.

**5.4 Price:**

- 5.4.1 All prices shall be firm, fixed and as indicated in Exhibit A Pricing Pages. 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.

**5.5 Liabilities:**

- 5.5.1 The contractor shall be responsible for any and all personal injury (including death) or property damage and for the loss of, or damage to, the state's records or data as a result of the contractor's negligence or willful misconduct involving any equipment, product, or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor shall save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent or willful act (including attorney fees, costs and litigation expenses). The contractor shall hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent or willful 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 (including attorney fees, costs and litigation expenses).
- 5.5.2 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.
- 5.5.3 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

**5.6 Liquidated Damages:**

- 5.6.1 The contractor shall agree and understand that the provision of the Provider Management and Program Integrity system solution in accordance with the requirements and delivery schedule as mutually agreed to within the finalized project schedule as signed by both parties after contract award stated herein is considered critical to the efficient operations of the State of Missouri MMAC. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the requirements and delivery project schedule, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.
- 5.6.2 **Implementation Schedule Milestones:** The contractor acknowledges that it shall be subject to damages in the amount of \$500 per day (weekends and holidays included) per project milestone for each day the stated milestone(s) of contractor's formal project plan/schedule are not met. Excepting therefrom shall be any delays caused by Force Majeure events or delays caused by the agency. Such delays, if any, shall extend the milestone(s) on a day-for-day basis.
- 5.6.3 **Severity Level 1 Software Defects/Errors:** In the event that the contractor fails to resolve Severity Level 1 problems within 16 business hours, unless mutually agreed between the contractor and MMAC, the contractor shall be assessed liquidated damages in the amount of \$200.00 for each business hour thereafter in which the identified problem is not resolved. In no event shall the assessment of liquidated damages for unresolved Severity Level 1 problems exceed \$54,000 for each year of the contract.
- 5.6.4 **Severity Level 2 Software Defects/Errors:** In the event that the contractor fails to resolve Severity Level 2 problems within 32 business hours, unless mutually agreed between the contractor and MMAC, the contractor shall be assessed liquidated damages in the amount of \$100.00 for each business hour thereafter in which the identified problem is not resolved. In no event shall the assessment of liquidated damages for unresolved Severity Level 2 problems exceed \$30,000 for each year of the contract.

- 5.6.5 The contractor shall also agree and understand that such liquidated damages shall either be deducted from the contractor's invoices pursuant to the contract or paid by the contractor as a direct payment to the state agency at the sole discretion of the state agency.
- 5.6.6 The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.
- 5.6.7 The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the State of Missouri and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.

## **5.7 Force Majeure:**

- 5.7.1 The contractor shall not be liable for any excess costs for delayed delivery of goods or services to the State of Missouri, if the failure to perform the contract arises out of causes beyond the control of, and without the fault or negligence of the contractor. Such causes may include, however are not restricted to: acts of God, fires, floods, epidemics, quarantine restrictions, strikes, and freight embargoes. In all cases, the failure to perform must be beyond the control of, and without the fault or negligence of, either the contractor or any subcontractor(s). The contractor shall take all possible steps to recover from any such occurrences. Failure of the contractor to employ adequate personnel to complete the contract requirements shall not constitute a Force Majeure event. The contractor must give written notice of any Force Majeure event to the state agency within twenty-four (24) hours after its occurrence in order to receive the liability protections of this paragraph.

## **5.8 Termination:**

- 5.8.1 After one year from the date of award of the contract, the Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation at contract specified prices 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.
- 5.8.2 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.
- 5.8.3 In the event of termination of the contract or cancellation 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.

## **5.9 Subcontractors:**

- 5.9.1 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, costs and litigation expenses) 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 assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor's 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.

- 5.9.2 Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that
- a. the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and
  - b. shall not henceforth be in such violation and
  - c. the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

#### **5.10 Contractor's Personnel:**

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

**5.11 Participation by Other Organizations:**

- 5.11.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop, Service-Disabled Veteran Business Enterprise (SDVE), and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) participation levels committed to in the contractor's awarded proposal.
- 5.11.2 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, SDVEs, 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.
- 5.11.3 The Division of Purchasing and Materials Management will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop and SDVE participation levels committed to in the contractor's awarded proposal. The Division of Purchasing and Materials Management in conjunction with the Office of Equal Opportunity (OEO) will monitor the contractor's compliance in meeting the MBE/WBE 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.
- 5.11.4 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 or other SDVEs to fulfill the participation requirements committed to in the contractor's awarded proposal.
- a. 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.
  - b. 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.
- 5.11.5 Within thirty days of the end of the original contract period, the contractor must submit an affidavit to the Division of Purchasing and Materials Management. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing and Materials Management's website at <http://oa.mo.gov/purch/vendor.html> or another affidavit providing the same information.

**5.12 Assignment:**

- 5.12.1 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Division of Purchasing and Materials Management.

**5.13 Inventions, Patents, and Copyrights:**

- 5.13.1 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.
- 5.13.2 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.
- 5.13.3 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.
- 5.13.4 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.

#### **5.14 Insurance:**

- 5.14.1 The State of Missouri cannot save and hold harmless and/or indemnify the contractor or its employees, agents, subcontractors and officers 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.

#### **5.15 Federal Funds Requirement:**

- 5.15.1 The contractor shall understand and agree that this procurement may involve the expenditure of federal funds.
- 5.15.2 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:

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

5.15.3 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.

5.15.4 The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities; (b) Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. Section 206 (d)); (c) Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex; (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities; (e) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age; (f) Equal Employment Opportunity – E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity"; (g) Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements; (h) Missouri Governor's Executive Order #94-03 (excluding article II due to its repeal); (i) Missouri Governor's Executive Order #05-30; and (j) the requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the contract.

## **5.16 Publicity:**

5.16.1 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.

## **5.17 Contractor Status:**

5.17.1 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.

**5.18 Coordination:**

5.18.1 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 Division of Purchasing and Materials Management throughout the effective period of the contract.

**5.19 Document Retention:**

5.19.1 The contractor shall retain all books, records, and other documents relevant to the contract for a period of ten (10) years after final payment or the completion of an audit or any litigation arising out of this contract, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract. The contractor shall allow authorized representatives of the state agency, state, and federal government to inspect these records upon request. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the ten (10) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 10 (10)year period, whichever is later. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented.

**5.20 Transition:**

5.20.1 Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to insure an orderly transition of services and responsibilities under the contract and to insure the continuity of those services required by the state agency.

5.20.2 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 in a format and condition that are acceptable to the state agency.
- b. The contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed ninety (90) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.
- c. The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the State, in order to insure the completion of such service prior to the expiration of the contract.

**5.21 Substitution of Personnel:**

5.21.1 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 key individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees that no substitution of such specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the 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.

## 5.22 Invoicing and Payment:

5.22.1 The contractor shall submit invoices, as applicable, to the state agency at the address below or preferably emailed to [Ruth.Lamb@dss.mo.gov](mailto:Ruth.Lamb@dss.mo.gov).

Missouri Medicaid Audit and Compliance Unit  
Attn: Ruth Lamb  
205 Jefferson St. 2<sup>nd</sup> floor  
Jefferson City, MO 65102

5.22.2 Payments by the state shall be made in arrears based upon the Exhibit A pricing and upon deliverable acceptance by the state agency pursuant to the acceptance provisions specified in RFP paragraph 3.2.17 Deliverable Acceptance/Review Period. The State of Missouri may make advance deposits/payment for software maintenance (upgrades/new releases/technical support-type agreements) and software data subscription payments only.

5.22.3 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 Input/ACH-EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. 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.

5.22.4 The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.

5.22.5 The contractor shall understand and agree to payment after each phase of the implementation project as stated in the awarded contractor's firm fixed price response for each phase. Payments shall be made as indicated in Exhibit A upon successful completion and final acceptance of the deliverable item(s), with the exception of the payment holdback amounts. The contractor shall understand and agree that the payment holdback provisions described herein shall not be construed as a penalty.

a. Ten percent (10%) of the total cost of each phase shall be held back. This payment holdback shall be paid upon the expiration of the warranty period if there are no outstanding Severity Level 1 or 2 defects as defined in paragraph 3.6.8.

b. Failure to resolve or correct Severity Level 1 or 2 defects as defined in paragraph 3.6.8 during this warranty period shall result in forfeiture of the payment holdback amount at the state's discretion.

5.22.6 The contractor shall understand and agree to annual payment of maintenance and data services as stated in the awarded contractor's firm fixed price response in Exhibit A pricing tables. No additional or separate payment shall be made by the state for the cost of computer resources or other items necessary for modifications to the Core Software modules.

5.22.7 The contractor shall understand and agree that purchases from this contract shall be based upon unit pricing stated in Exhibit A pricing pages.

- 5.22.8 Notwithstanding any other payment provision of the contract, if the contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the state agency may withhold payment, reject invoices under the contract, and/or may assess liquidated damages in accordance with RFP Section 5.6.
- 5.22.9 Final invoices are due by no later than thirty (30) calendar days of the expiration of the contract, unless otherwise stated in the contract. The state agency shall have no obligation to pay any invoice submitted after the due date.
- 5.22.10 If a request by the contractor for payment or reimbursement is denied, the state agency shall provide the contractor with the written notice of the reason(s) for denial.
- 5.22.11 If the contractor is overpaid by the state agency, upon official notification by the state agency, the contractor shall provide the state agency with a check payable as instructed by the state agency in the amount of such overpayment. The contractor shall submit the overpayment to the state agency at the address specified by the state agency.

### **5.23 Business Associate Provisions:**

- 5.23.1 Health Insurance Portability and Accountability Act of 1996, as amended – 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 the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. If services are performed for such state agency, the state agency and the contractor are both subject to and must comply with such HIPAA provisions. The contractor constitutes a “Business Associate” of 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 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:
- 1) “Access”, “administrative safeguards”, “confidentiality”, “covered entity”, “data aggregation”, “designated record set”, “disclosure”, “hybrid entity”, “information system”, “physical safeguards”, “required by law”, “technical safeguards”, “use” and “workforce” shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
  - 2) “Breach” shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term “breach of contract” as used within the contract.
  - 3) “Electronic Protected Health Information” shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.
  - 4) “Enforcement Rule” shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR parts 160 and 164.
  - 5) “Individual” shall have the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
  - 6) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
  - 7) “Protected Health Information” as defined in 45 CFR 160.103, shall mean individually identifiable health information:

- (1) Except as provided in paragraph (2) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
  - (2) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (state agency) in its role as employer.
  - 8) "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Provisions.
  - 9) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 164, subpart C.
  - 10) "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.
- b. The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.
  - c. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the Business Associate Provisions stated herein.
  - d. The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder).

#### 5.23.2 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).

#### 5.23.3 Obligations of the Contractor:

- a. The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).

- b. The contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:
  - 1) Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract.
  - 2) Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce.
  - 3) Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- c. With respect to Electronic Protected Health Information, the contractor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency.
- d. The contractor shall require that any agent or subcontractor to whom the contractor provides any Protected Health Information received from, created by, or received by the contractor pursuant to the contract, also agrees to the same restrictions and conditions stated herein that apply to the contractor with respect to such information.
- e. By no later than ten (10) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the Privacy Rule.
- f. The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency. If requested by the state agency or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the state agency upon request.
- g. In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.
- h. At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- i. The contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of

any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, “pings,” or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency’s Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.

- j. The contractor shall report to the state agency’s Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the state agency’s Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
- k. The contractor shall report to the state agency’s Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency’s Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.
- l. The contractor’s reports specified in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter “incident”):
  - 1) The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;
  - 2) The electronic address of any individual who has specified a preference of contact by electronic mail;
  - 3) A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
  - 4) A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and
  - 5) The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.
- m. Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR part 164.
- n. Contractor shall not directly or indirectly receive remuneration in exchange for any protected health information without a valid authorization.
- o. If the contractor becomes aware of a pattern of activity or practice of the state agency that constitutes a material breach of contract regarding the state agency’s obligations under the Business Associate Provisions of the contract, the contractor shall notify the state agency’s Security Officer of the activity or practice and work with the state agency to correct the breach of contract.

#### 5.23.4 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.

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

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

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

#### 5.24 Applicable Laws and Regulations:

5.24.1 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.

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

- 5.24.2 Non-Discrimination and ADA: The Contractor shall comply with all Federal and State statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to 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; and (h) the requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to this contract.
- 5.24.3 The contractor and the Department of Social Services agree to comply with 42 CFR 495, specifically 42 CFR 495.346 / 495.348 / 495.354 / 495.360.

#### **5.25 Other Applicable Laws and Regulations:**

- 5.25.1 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.
- 5.25.2 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.
- 5.25.3 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.
- 5.25.4 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.
- 5.25.5 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.).
- 5.25.6 If the Contractor is a subrecipient 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.

#### **5.26 Contract Monitoring:**

- 5.26.1 The state agency reserves the right to monitor the contract throughout the effective period of the contract to ensure financial and contractual compliance. If the state agency determines the contractor to be at high-risk for non-compliance, the state agency shall have the right to impose special conditions or restrictions. Written notification will be provided to the contractor of the determination of high-risk and of any special conditions or restrictions to be imposed. The special conditions or restrictions may include, but not limited to, those conditions specified below.
- a. Withholding authority to proceed to the next phase of the project until the state agency receives evidence of acceptable performance within a given contract period;
  - b. Requiring additional, more detailed financial reports or other documentation;
  - c. Additional contract monitoring;
  - d. Requiring the contractor to obtain technical or management assistance; and/or
  - e. Establishing additional prior approvals from the state agency.

**5.27 Prohibitive Hiring:**

- 5.27.1 The contractor shall not hire any current employee of the State of Missouri for work under the subsequent contract unless the employee has been separated from their employment with the state for at least six (6) months. Exceptions to this provision shall include the retirement of the employee or the dismissal or layoff of the employee by the state.

**5.28 Confidentiality and Security Documents:**

- 5.28.1 If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.



**EXHIBIT A**  
**Cost (Pricing Pages)**

**A.1 REQUIRED PRICING FOR PROVIDER MANAGEMENT AND PROGRAM INTEGRITY SYSTEM SOLUTION**

- a. The offeror shall complete the required attached Exhibit A Cost Pricing Tables (see separate downloadable Excel file) and provide firm, fixed pricing necessary to meet the requirements of the RFP. All costs associated with providing the required products and services, including all travel expenses, materials, etc. shall be included in the firm, fixed price except that no hardware or database management software shall be included. All software shall be included as defined in paragraph 1.6.2.
- b. Please refer to RFP paragraph 2.1.20 (Perpetual Licensing) and its subparagraphs, 2.1.21 (Data Licensing) and its subparagraphs for licensing information, 5.22 (Invoicing and Payment) and its subparagraphs for payment as well as paragraph 4.2.4 (Cost Evaluation) and its subparagraphs for cost evaluation information. Although the state agency prefers both provider management and program integrity to be implemented simultaneously, the pricing tables separate the two areas. The separation allows for cost evaluation and for other governmental agencies that may purchase either product.
- c. The offeror must state all applicable costs necessary to satisfy the mandatory requirements of the RFP. Unless stated in Exhibit A, the state shall assume that absolutely no other fees or charges, including upgrade fees, will be assessed to the state whatsoever in connection with the license granted herein and to satisfy the RFP requirements.
- d. The offeror must provide a separate breakdown of the deliverables for each of the six phases within the Installation and Implementation Services. Each deliverable must be itemized with the total cost for each phase. Phase costs must match what the offeror specified in the separate Exhibit A pricing pages.
- e. The offeror shall provide detail explaining the depth and breadth of the data sources. If multiple products are offered, the offeror shall separately itemize each with the total cost matching what the offeror specified in the separate Exhibit A pricing pages.

**A.2 RENEWAL OPTIONS FOR ALL PRICING**

The Division of Purchasing and Materials Management shall have the sole option to renew the contract for three (3) additional one-year periods (Year 6, 7, 8), or any portion thereof.

The offeror is limited to a five (5) percent increase from the original prices quoted for the original contract period. **If Year 6, 7, and 8 tables are 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 previous year's price.

**Exhibit B**  
**Past Performance and Expertise**  
**(Evaluation value 30 points)**

The evaluation of the offeror's past performance and expertise will be considered subjectively in the evaluation process. Therefore, the offeror is advised to submit detailed information regarding current and/or prior experiences in providing the software, services, and consulting related to the requirements stated herein. If the offeror is proposing an entity other than the offeror to perform the required services, the offeror should also submit the information requested for such proposed subcontractor. 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.**

- a. Past Performance - The offeror should provide information on three most recent services/contracts of the offeror, or offeror's proposed subcontractor(s), that includes the following areas:
  - 1) Describe where they have provided the same or similar products and services as that proposed herein. Describe how their software was configured that makes it similar to the requirements stated herein.
  - 2) Describe where they have provided similar Medicaid Audit and Compliance consulting functions;
  - 3) Describe where they have shown a return on investment by streamlining the business processes and/or fraud control.
  
- b. The offeror should provide reference information for each entity they described above. The offeror should provide the contact name, telephone number and e-mail address. As part of the evaluation process, the State of Missouri may contact the offeror's references, including references not listed or identified within the offeror's proposal but who have current or previous experiences with the offeror. The State of Missouri is not obligated to contact the offeror's references.
  
- c. Expertise: The offeror should submit detailed information related to their business expertise, the offeror's proposed subcontractor(s) expertise, and the offeror's familiarity and utilization of their proposed data sources. The offeror should limit their response to each expertise area below to no more than two (2) pages each.
  - 1) Business expertise - The offeror should describe their primary business focus, how closely they align their business to the software and services required herein. The offeror should describe their expertise related to Medicaid provider enrollment, screening, and investigations. Describe the advantages their expertise brings over other potential proposals.
  - 2) Subcontractor expertise - The offeror should describe their relationship with any proposed subcontractor and their expertise working together to offer the software solution proposed. The offeror should describe the percentage of involvement the proposed subcontractor shall share in meeting the requirements stated herein. The offeror should describe the expertise of the subcontractor related to the software solution proposed.
  - 3) Data Sources expertise - The offeror should describe their background knowledge of the data sources offered. Describe the ways the offeror has used this data in the past, from a consulting and/or software solution. The information submitted should clearly identify previous experience performing similar services and the results of the services performed.

**Exhibit C**  
**Approach to Requirements/Method of Performance/System Demonstration**  
**(Evaluation value 60 points)**

Proposals shall be subjectively evaluated based on the offeror's distinctive plan for performing the requirements of the RFP for the Provider Management and Program Integrity system solution. Therefore, the offeror should present information which demonstrates the method or manner in which the offeror proposes to meet or exceed the requirements stated herein if selected as the contractor. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action. At a minimum, the narrative should include the following:

**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 APPROACH TO REQUIREMENTS / METHOD OF PERFORMANCE**

- a. **Section 2 MATRIX TABLE:** The offeror should describe how the solution meets or will meet the functional and technical requirements described in Section 2 with details to the extent of configuration via the Section 2 Matrix table attached to this RFP. In responding to the matrix table, the offeror should describe the platform of the solution, the availability and readiness of each component, and the extent of interoperability between components.

The offeror should complete the Attachment 10 Section 2 Matrix Table spreadsheet or a similar form where each paragraph specification within Section 2 is responded to. The RFP numbering scheme and related paragraph specification is noted within the Matrix Table spreadsheet. Computer screen shots, diagrams, flow charts, etc depicting functionality and sample system reports can be included separately from the matrix spreadsheet.

- b. **Section 3 MATRIX TABLE:** The offeror should respond to the Section 3 Performance Requirements by completing Attachment 11 Section 3 Matrix Table spreadsheet where each paragraph is responded to. The offeror should describe how the offeror will fulfill the requirements 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.
- c. The offeror should describe how the proposed solution will improve the business processes of the four organizational sections of MMAC. The offeror should limit their response to no more than four pages.
- d. The offeror should describe how their solution meets or exceeds CMS requirements as described herein. The offeror should limit their response to no more than seven pages.
- e. The offeror should describe how their solution will impact the Medicaid providers, participants, and overall Medicaid program. The offeror should limit their response to no more than four pages.

**Exhibit C - continued**

- f. The offeror should describe your proposed method of performing the implementation services via the Work Breakdown Structure (WBS), Staffing Plan, and any other Project Plan components listed herein. The offeror should briefly and sequentially describe the tasks or events that are proposed to accomplish requirements. “Task Completion Day” should be specified as certain number of days from date of contract award until completion of the specific task. For evaluation purposes only, assume a March 15, 2013 contract award date. In the event of overlapping or concurrent task, a graphic chart (e.g., PERT) should be attached. Clearly indicate the estimated time for completion of the project.
  - The work plan should also provide identification of the specific tasks within each component of the work plan that should be completed by the agency. State staff will be available in an advisory capacity. However, state staff cannot be dedicated full-time.
  - Fully describe what your assumptions were in developing the Project Plan/Implementation Schedule.
- g. The offeror should describe how their implementation schedule allows for coordination with Wipro/Infocrossing and providers. The offeror should limit their response to no more than five (5) pages.
- h. The offeror must identify and describe the centralized server and storage environment the offeror’s proposed solution needs for optimal operation within the agency’s environment. The offeror shall describe any necessary upgrades or enhancements to the agency’s environment. The offeror shall address the following server and storage specifications:

Server

- Server function (purpose)
- Software to be installed
- CPU Number of Cores/Speed
- Memory (Total Quantity)
- Storage Partition Sizing (specific local or not)
- Virtual or Physical Server
- Any other requirements (e.g. dongles, etc.)
- Anticipated utilization capacity of each server
- Should server be configured for High Availability

Storage (for existing cases to be converted and future case load)

- Total Capacity
- I/O Capacity
- Number of Controllers including throughput
- Fabric type (FC, iSCSI, etc)
- Should SAN be High Availability
- Which servers are connected to storage
- Anticipated utilization of storage

The offeror shall provide the required baud rate for all required circuits.

The offeror shall complete the matrix below to detail what the offeror’s solution shall be in terms of hardware and software for the centralized server and storage environment.

Server	Purpose	Software	CPU	Memory	Partitions	Utilization %
						%
						%

- i. Offeror’s and subcontractor’s Missouri presence and economic impact to Missouri: 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:

- 1) The offeror should provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
- 2) 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.
- 3) If any service offered under this RFP are being manufactured or performed at sites outside the continental United States, the offeror **MUST** disclose such fact and provide details with the proposal. In providing your response, the offeror should review Executive Order 04-09 provided at the following web site link: [http://oa.mo.gov/purch/vendorinfo/eo04\\_09.pdf](http://oa.mo.gov/purch/vendorinfo/eo04_09.pdf) and provide adequate explanation of any offshore (outside the United States) product/service to provided or performed that meets or can be justified pursuant to exception conditions described in Section 4 of the Executive Order.

Are products and/or services being manufactured or performed at sites outside the United States?	Yes    _____	No    _____
Describe and provide details:		

**Exhibit C - continued****C.2 SYSTEM DEMONSTRATION**

Demonstration: After an initial screening process, a question and answer conference and system demonstration shall be conducted with offeror(s). Such demonstration/presentation shall be in person at a site provided by the state within Jefferson City, Missouri. The demonstration should be constructed to both clarify and verify the offeror's response. Travel and attendance expenses incurred by the offeror shall be the responsibility of the offeror. All arrangements and scheduling shall be coordinated by the DPMM.

- The demonstration shall be conducted at no cost to the State of Missouri; therefore, no compensation shall be made to the offeror regarding their participation in the demonstration. The offeror shall have the right to deny participation in the demonstration; however, by doing so shall result in no evaluation consideration for this area within the Approach to Requirements and Method of Performance.
- To ensure that offerors have an equal opportunity for adequate preparation, the demonstration agenda and scenarios are provided in Attachment 7. The demonstration scenarios identify the functions to be performed or discussed during the demonstration of the offeror's solution. This material will be the foundation for the evaluation of the demonstration requirement of this RFP. The state may, at its option, request that an offeror demonstrate any function, product, or system capability included in the offeror's proposal.
- The dates for the demonstrations will be determined by the state during the evaluation period. The demonstrations are anticipated to occur during the time period of January 21, 2013 through February 1, 2013. Offerors will be given six (6) hours to demonstrate their system solution as further outlined in Attachment 7.

**EXHIBIT D  
PARTICIPATION COMMITMENT**

**Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) Participation Commitment** – If the offeror is committing to participation by or if the offeror is a qualified MBE/WBE and/or organization for the blind/sheltered workshop and/or a qualified SDVE, the offeror must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed exhibit with the offeror’s proposal.

For Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) Participation, if proposing an entity certified as both MBE and WBE, the offeror must either (1) enter the participation percentage under MBE or WBE, **or** must (2) divide the participation between both MBE and WBE. If dividing the participation, do not state the total participation on both the MBE and WBE Participation Commitment tables below. Instead, divide the total participation as proportionately appropriate between the tables below.

(The services performed or the products provided by the listed MBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
Name of Each Qualified Minority Business Enterprise (MBE) Proposed	Committed Percentage of Participation for Each MBE (% of the Actual Total Contract Value)	Description of Products/Services to be Provided by Listed MBE <i>The offeror should also include the paragraph number(s) from the RFP which requires the service the MBE is proposed to perform.</i>
1.	%	Product/Service(s) proposed:
		RFP Paragraph References:
2.	%	Product/Service(s) proposed:
		RFP Paragraph References:
3.	%	Product/Service(s) proposed:
		RFP Paragraph References:
4.	%	Product/Service(s) proposed:
		RFP Paragraph References:
<b>Total MBE Percentage:</b>	<b>%</b>	

**EXHIBIT D (Continued)**  
**PARTICIPATION COMMITMENT**

(The services performed or the products provided by the listed WBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
<b>Name of Each Qualified Women Business Enterprise (WBE) proposed</b>	<b>Committed Percentage of Participation for Each WBE</b> (% of the Actual Total Contract Value)	<b>Description of Products/Services to be Provided by Listed WBE</b> <i>The offeror should also include the paragraph number(s) from the RFP which requires the service the WBE is proposed to perform.</i>
1.	%	Product/Service(s) proposed:
		RFP Paragraph References:
2.	%	Product/Service(s) proposed:
		RFP Paragraph References:
3.	%	Product/Service(s) proposed:
		RFP Paragraph References:
4.	%	Product/Service(s) proposed:
		RFP Paragraph References:
<b>Total WBE Percentage:</b>	<b>%</b>	



**EXHIBIT D (Continued)**  
**PARTICIPATION COMMITMENT**

(The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
<b>Name of Organization for the Blind or Sheltered Workshop Proposed</b>	<b>Committed Participation</b> (\$ amount or % of total value of contract)	<b>Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop</b>  <i>The offeror should also include the paragraph number(s) from the RFP which requires the service the organization for the blind/sheltered workshop is proposed to perform.</i>
1.		Product/Service(s) proposed:
		RFP Paragraph References:
2.		Product/Service(s) proposed:
		RFP Paragraph References:

(The services performed or the products provided by the listed SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
<b>Name of Each Qualified Service-Disabled Veteran Business Enterprise (SDVE) Proposed</b>	<b>Committed Percentage of Participation for Each SDVE</b> (% of the Actual Total Contract Value)	<b>Description of Products/Services to be Provided by Listed SDVE</b>  <i>The offeror should also include the paragraph number(s) from the RFP which requires the service the SDVE is proposed to perform.</i>
1.	%	Product/Service(s) proposed:
		RFP Paragraph References:
2.	%	Product/Service(s) proposed:
		RFP Paragraph References:
<b>Total SDVE Percentage:</b>	<b>%</b>	

**EXHIBIT D - Continued**

**DOCUMENTATION OF INTENT TO PARTICIPATE**

If the offeror is proposing to include the participation of a Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or qualified Service-Disabled Veteran Business Enterprise (SDVE) in the provision of the products/services required in the RFP, the offeror must either provide a recently dated letter of intent, signed and dated no earlier than the RFP issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the offeror's proposal.

*~ Copy This Form For Each Organization Proposed ~*

Offeror Name: \_\_\_\_\_

**This Section To Be Completed by Participating Organization:**

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

Indicate appropriate business classification(s):

\_\_\_\_ MBE    \_\_\_\_ WBE    \_\_\_\_ Organization for the Blind    \_\_\_\_ Sheltered Workshop    \_\_\_\_ SDVE

Name of Organization: \_\_\_\_\_

(Name of MBE, WBE, Organization for the Blind, Sheltered Workshop, or SDVE)

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

Address (If SDVE, provide MO Address): \_\_\_\_\_ Phone #: \_\_\_\_\_

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

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

SDVE's Website Address: \_\_\_\_\_ Certification Expiration Date: \_\_\_\_\_ (or attach copy of certification)

Service-Disabled Veteran's (SDV) Name: \_\_\_\_\_ SDV's Signature: \_\_\_\_\_ (Please Print)

**PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE**

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

**Authorized Signature:**

\_\_\_\_\_  
*Authorized Signature of Participating Organization  
(MBE, WBE, Organization for the Blind, Sheltered Workshop, or SDVE)*

\_\_\_\_\_  
*Date  
(Dated no earlier than the RFP issuance date)*

**DOCUMENTATION OF INTENT TO PARTICIPATE**

**SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)**

If the participating organization is an SDVE, then the SDVE must provide the following Service-Disabled Veteran (SDV) documents unless previously submitted within the past five (5) years to a Missouri state agency or public university:

- a copy of the SDV’s award letter from the Department of Veterans Affairs or a copy of the SDV’s discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), AND
- a copy of the SDV’s documentation certifying disability by the appropriate federal agency responsible for the administration of veterans’ affairs.

(NOTE: For ease of evaluation, please attach a copy of the SDV’s award letter or a copy of the SDV’s discharge paper, and a copy of the SDV’s documentation certifying disability to this Exhibit. The SDV’s award letter, the SDV’s discharge paper, and the SDV’s documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

If the SDVE previously submitted copies of the SDV’s documents (the SDV’s award letter or the SDV’s discharge paper, and the SDV’s documentation certifying disability) to a Missouri state agency or public university within the past five (5) years, the SDVE should provide the information requested below.

Name of **Missouri State Agency** or **Public University\*** to Which the SDV’s Documents were Submitted:

\_\_\_\_\_

(\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

**Date** SDV’s Documents were Submitted: \_\_\_\_\_

Previous **Bid/Contract Number** for Which the SDV’s Documents were Submitted: \_\_\_\_\_  
(if known)

(NOTE: A qualified SDVE will be added to the SDVE listing maintained on the DPMM website [[www.oe.mo.gov/purch/vendorinfo/sdve.html](http://www.oe.mo.gov/purch/vendorinfo/sdve.html)] for up to five (5) years from the date listed above. However, if it has been determined that the SDVE at any time no longer meets the requirements stated above, the DPMM will remove the SDVE from the listing.)

<b>FOR STATE USE ONLY</b>	
SDV Documents - Verification Completed By:	
_____ Buyer	_____ Date

**EXHIBIT E  
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,  
AND AFFIDAVIT OF WORK AUTHORIZATION**

**BUSINESS ENTITY CERTIFICATION:**

**The offeror must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.**

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at [http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm).
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

**Business entity**, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

**BOX A – CURRENTLY NOT A BUSINESS ENTITY**

I certify that \_\_\_\_\_ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent utilizes the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under B2Z13021 and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, \_\_\_\_\_ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the State of Missouri with all documentation required in Box B of this exhibit.

\_\_\_\_\_  
Authorized Representative’s Name  
(Please Print)

\_\_\_\_\_  
Authorized Representative’s Signature

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

\_\_\_\_\_  
Date

**EXHIBIT E, continued**

**BOX B – CURRENT BUSINESS ENTITY STATUS**

*(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)*

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

\_\_\_\_\_  
Authorized Business Entity  
Representative's Name  
(Please Print)

\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

As a business entity, the offeror must perform/provide the following. The offeror should check each to verify completion/submission:

- Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the offeror's name and the MOU signature page completed and signed, at minimum, by the offeror and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the offeror's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

**EXHIBIT E, continued**

**AFFIDAVIT OF WORK AUTHORIZATION:**

The offeror who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now \_\_\_\_\_ (Name of Business Entity Authorized Representative) as \_\_\_\_\_ (Position/Title) first being duly sworn on my oath, affirm \_\_\_\_\_ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that \_\_\_\_\_ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)*

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
E-Verify Company ID Number

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_. I am  
(DAY) (MONTH, YEAR)  
commissioned as a notary public within the County of \_\_\_\_\_, State of  
(NAME OF COUNTY)  
\_\_\_\_\_, and my commission expires on \_\_\_\_\_.  
(NAME OF STATE) (DATE)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Date

**EXHIBIT E, continued**

**BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS**

*(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)*

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the offeror’s name and the MOU signature page completed and signed by the offeror and the Department of Homeland Security – Verification Division.
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University\*** to Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

(\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

**Date** of Previous E-Verify Documentation Submission: \_\_\_\_\_

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted:

\_\_\_\_\_  
(if known)

_____	_____
Authorized Business Entity Representative’s Name (Please Print)	Authorized Business Entity Representative’s Signature
_____	_____
E-Verify MOU Company ID Number	E-Mail Address
_____	_____
Business Entity Name	Date

**FOR STATE USE ONLY:**

Documentation Verification Completed By:

\_\_\_\_\_  
Buyer Date

**EXHIBIT F**  
**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



## 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 G**  
**Miscellaneous Information**

**EMPLOYEE BIDDING/CONFLICT OF INTEREST**

Offerors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the offeror or any owner of the offeror's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information.

Name and title of elected or appointed official  
or employee of the State of Missouri or any  
political subdivision thereof:

\_\_\_\_\_

If employee of the State of Missouri or political  
subdivision thereof, provide name of state agency  
or political subdivision where employed:

\_\_\_\_\_

Percentage of ownership interest in offeror's  
organization held by elected or appointed  
official or employee of the State of Missouri  
or political subdivision thereof:

\_\_\_\_\_ %

**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 employ 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 e-mail, fax, or phone 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. It shall be the sole responsibility of the offeror to monitor the State of Missouri On-Line Bidding/Vendor Registration System website at: <https://www.moolb.mo.gov> to obtain a copy 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 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 an offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses. The offeror should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by DPMM or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by DPMM. If DPMM determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification 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.
- 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 or Best and Final Offer (BAFO) submission 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 document on company letterhead transmitted via mail, e-mail, 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 or telegraphic requests to withdraw a proposal shall not be honored.
- e. A proposal may also be withdrawn after the proposal opening through submission of a written request by an authorized representative of the offeror. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the offeror.
- f. 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.

- g. 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, other applicable Missouri statutes, and applicable Executive Orders. 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 chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- 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) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- 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. Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, 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. If it is determined the DPMM improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- 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.

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