



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

**RFP NO.: B2Z13011  
TITLE: SPIRIT SOFTWARE ENHANCEMENT  
ISSUE DATE: 11/20/12**

**BUYER: GARY EGGEN  
PHONE NO.: (573) 751-2497  
E-MAIL: enhancementrfp@wictechnologypartners.com**

**RETURN PROPOSAL NO LATER THAN: 01/22/13 AT 2:00 PM CENTRAL TIME**

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

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

**CONTRACT PERIOD: DATE OF AWARD THROUGH FIVE (5) YEARS  
PLUS TWO (2) ONE-YEAR RENEWAL OPTIONS**

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

**MULTIPLE GOVERNMENTAL ENTITIES IDENTIFIED HEREIN  
AND LOCATED THROUGHOUT THE UNITED STATES**

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 Purpose:

1.1.1 This document constitutes a request for competitive, sealed proposals from prospective offerors to establish a single award, Indefinite Delivery Indefinite Quantity (IDIQ) contract to provide software enhancement services to the Successful Partners in Reaching Innovative Technology (SPIRIT) Users Group (SUG) for the SPIRIT application software. The State of Missouri is serving as the lead State agency (SA) to let a cooperative contract on behalf of the SPIRIT Users Group (SUG). Upon award of the cooperative contract, Participating Purchasing States shall order services against the cooperative contract in accordance with the procedures outlined herein. The contract awardee shall provide IT software enhancement services at a Firm Fixed Price (FFP) in accordance with the requirements and provisions stated herein.

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

- Section 1: Introduction and General Information
- Section 2: Functional and Technical Requirements
- Section 3: Proposal Submission Information
- Section 4: Contractual Provisions and Requirements
- Exhibit A: Pricing (Cost)
- Exhibit B: Technical Approach, Method of Performance, Staffing and Staff Expertise
- Exhibit C: Past Performance, Program Experience and Reliability
- Exhibit D: Participation by Other Organizations
- 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: Performance Work Statement (PWS)
- Attachment #2: List of Potential Participating States
- Attachment #3: Participating Purchasing State Addendum
- Attachment #4: Project Assessment Quotation (PAQ) Form
- Attachment #5: Sample Enhancements

### 1.2 Schedule:

ITEM NO.	SERVICES DESCRIPTION	QTY	UNIT	AMOUNT
CLIN 0001	<p>SPIRIT ENHANCEMENT SERVICES FIVE YEAR BASE</p> <p>The contractor shall provide all labor as necessary to accomplish the requirements of the Performance Work Statement (PWS), as identified under Section 2.1. Specific effort and negotiated total labor cost shall be defined under individual Project Assessment Quotations (PAQs) issued against this contract. PAQs shall be issued under the requirements and procedures in Section 2.2 entitled "PAQs and Ordering" of the contract. Work performed under this contract line item will be on a Firm Fixed Price (FFP) basis. Specific price amounts and delivery schedules shall be specified in each PAQ.</p>	INDEFINITE	Each	INDEFINITE
CLIN 1001 Option	<p>SPIRIT ENHANCEMENT SERVICES CONTRACT PERIOD OPTION ONE, ONE YEAR CONTRACT RENEWAL</p> <p>The contractor shall provide all labor as necessary to accomplish the requirements of the Performance Work Statement (PWS), as identified under Section 2.1. Specific effort and negotiated total labor cost shall be defined under individual Project Assessment Quotations (PAQs) issued against this contract. PAQs shall be issued under the requirements and procedures in Section 2.2 entitled "PAQs and Ordering" of the contract. Work performed under this contract line item will be on a Firm Fixed Price (FFP) basis. Specific price amounts and delivery schedules shall be specified in each PAQ.</p>	INDEFINITE	Each	INDEFINITE
CLIN 2001 Option	<p>SPIRIT ENHANCEMENT SERVICES CONTRACT PERIOD OPTION TWO, ONE YEAR CONTRACT RENEWAL</p> <p>The contractor shall provide all labor as necessary to accomplish the requirements of the Performance Work Statement (PWS), as identified under Section 2.1. Specific effort and negotiated total labor cost shall be defined under individual Project Assessment Quotations (PAQs) issued against this contract. PAQs shall be issued under the requirements and procedures in Section 2.2 entitled "PAQs and Ordering" of the contract. Work performed under this contract line item will be on a Firm Fixed Price (FFP) basis. Specific price amounts and delivery schedules shall be specified in each PAQ.</p>	INDEFINITE	Each	INDEFINITE

**1.3 RFP Questions:**

- 1.3.1 It is the offeror’s responsibility to ask questions, request changes or clarifications, or otherwise advise the DPMM if the offeror believes that any language, specifications, or requirements are: (1) ambiguous, (2) contradictory and/or arbitrary, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the offeror’s ability to submit a proposal.
- 1.3.2 All questions and issues should be submitted 10 calendar days prior to the due date of the proposal. If not received prior to 10 business days before the proposal due date, the DPMM may not be able to fully research and consider the respective questions or issues. Questions and issues relating to the RFP must be directed to the buyer, Gary Eggen. It is preferred that questions be e-mailed to the buyer at <mailto:enhancementrfp@wictechnologypartners.com>. When submitting questions, the offeror should indicate the RFP paragraph number to which the question relates.

- 1.3.3 The DPMM will post a listing of questions received on their website. Upon DPMM's consideration of questions and issues, if DPMM determines that changes are necessary, the resulting changes will be included in a subsequently issued RFP amendment(s); absence of such RFP revisions indicates that the questions and issues were considered but deemed unnecessary for RFP amendment as the questions and issues did not provide further clarity to the RFP. All offerors will be advised of any change to the RFP's language, specifications, or requirements by a formal amendment to the RFP.

#### **1.4 Offeror's Contacts:**

- 1.4.1 Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. The offeror may contact the Office of 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.

#### **1.5 Background Information:**

- 1.5.1 Currently, CSC is the contractor responsible for developing the SPIRIT code and making all code changes to the application. The United States Department of Agriculture (USDA) Food and Nutrition Service (FNS) owns all system source code.
- 1.5.2 Awarded Bid & Contract Document Research: There are no previous contracts to view, due to the fact that this is the first software enhancement contract being put in place for the SPIRIT system.
- 1.5.3 Purpose and Goals: The purpose of the subsequent contract is to have SPIRIT Software Enhancement Services available to the SPIRIT User Group (SUG).
- 1.5.4 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.

#### **1.6 Glossary of Terms and Acronyms:**

The following terms, expressions and/or acronyms are defined as indicated and such definitions shall apply to their use in the RFP, including Exhibits and Attachments, and subsequent contract.

- 1.6.1 **Agency and/or State Agency** means the statutory unit of state government purchasing or receiving equipment, supplies, and/ or services, within the SPIRIT User Group (such as SUG charter members, Participating Purchasing States, ESC, CCWG and PMO). The Participating Purchasing States are responsible for payment.
- 1.6.2 **Amendment** means a written, official modification to an RFP or to a contract.
- 1.6.3 **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.
- 1.6.4 **Buyer** means the procurement staff member of the DPMM. The Contact Person as referenced herein is usually the Buyer.
- 1.6.5 **CCWG** Change Control Work Group: is integral to the Change Process for the SPIRIT User Group (SUG). The CCWG is based on volunteers from SUG member State agencies who have been

participating in SUG for at least 1 year and have fully implemented SPIRIT. The CCWG is limited to qualified representatives from 6 to 8 State agencies per year.

- 1.6.6 **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.
- 1.6.7 **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- 1.6.8 **ESC Executive Steering committee:** The purpose of the Executive Steering Committee is to provide overall leadership/direction to the SPIRIT User Group.
- 1.6.9 **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.
- 1.6.10 **FNS Food and Nutrition Service of the USDA:** The Food and Nutrition Service (FNS), formerly known as the Food and Consumer Service, administers the nutrition assistance programs of the U.S. Department of Agriculture. The mission of FNS is to provide children and needy families better access to food and a more healthful diet through its food assistance programs and comprehensive nutrition education efforts.
- 1.6.11 **JIRA** is the SPIRIT community's bug-tracking tool. See <http://www.atlassian.com/software/jira/overview>
- 1.6.12 **May** means that a certain feature, component, or action is permissible, but not required.
- 1.6.13 **Must** means that a certain feature, component, or action is a mandatory condition.
- 1.6.14 **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.
- 1.6.15 **PMO Product Management Office:** is a centralized function providing support to the SPIRIT Users Group.
- 1.6.16 **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.
- 1.6.17 **Proposal Opening Date and Time and similar expressions** mean the exact deadline required by the RFP for the receipt of sealed proposals.
- 1.6.18 **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.
- 1.6.19 **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.
- 1.6.20 **SAM** is the WIC Program State Agency Model (SAM) is a FNS initiative to plan, develop, and deploy model management information systems (MIS) in WIC State agencies (SAs). Three WIC SAM consortia were created (no other consortia shall be created):
- ▶ SPIRIT (Successful Partners in Reaching Innovative Technology)
  - ▶ MPSC (The Mountain Plains States' Consortium)
  - ▶ Crossroads

- 1.6.21 **Shall** has the same meaning as the word must.
- 1.6.22 **Should** means that a certain feature, component and/or action is desirable but not mandatory.
- 1.6.23 **SPIRIT System** Successful Partners in Reaching Innovative Technology (SPIRIT) system: is a SAM Management Information System, developed by the consortium of WIC State agencies to support the WIC program activities of its member partners.
- 1.6.24 **SUGConnect.com** is the SharePoint site used by SUG members, PMO and Contractor to share documents, and source code; permissions to document libraries are managed by the PMO.
- 1.6.25 **SUG SPIRIT Users Group**: The purpose of the User Group is to maintain the integrity of the System, to enhance the System as appropriate, and to manage change to the System. The User Group does this work for the good of all Charter Members using SPIRIT and ultimately for the good of all WIC program recipients.
- 1.6.26 **USDA** United States Department of Agriculture
- 1.6.27 **WIC** Special Supplemental Nutrition Program for Women, Infants, and Children in USDA/FNS

## 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 SPIRIT Software Enhancement Services Performance Work Statement (PWS):

The SPIRIT PWS is provided as Attachment #1 to this RFP. The requirements included in the PWS shall be applicable pursuant to the terms, conditions and provisions of the RFP.

### 2.2 Project Assessment Quotations (PAQs):

2.2.1 PAQ proposals and awards shall follow procedures herein. PAQ orders shall be awarded as Firm Fixed Price. The contractor will receive an initial PAQ for Transition- In and Source Code Operational Support. The contract minimum order guarantee is established at \$50,000, which shall be dispersed as full or partial compensation for performing the initial PAQ.

2.2.2 Project Assessment Quotations: For specialized or customized services that are outside (out of scope) of the contract requirements included herein, the contractor shall understand and agree the Participating Purchasing States shall utilize the Project Assessment Quotation (PAQ) as a means (1) to identify the specific tasks to be performed and (2) to establish the total firm fixed price to be paid to the contractor upon completion of the specified tasks. 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 Missouri's specific project and/or to continue to utilize valid existing consulting services contracts, if determined to be in Missouri's best interests.

2.2.3 The PAQ shall occur in a controlled sequence of proposals and approvals by the Participating Purchasing State as outlined below. Participating Purchasing States shall only authorize PAQs, which have been approved by ESC through the SPIRIT Change Control Process (see PWS Attachment #1, Appendix E, SPIRIT Process Documentation, SPIRIT Change Control Process). The contractor shall understand and agree that the general protocol for PAQ workflow shall be as described below:

a. STEP 1: INITIATE PAQ

The member SAs' enter desired enhancements into the SUG Enhancement JIRA project or vendor proposed change tracking tool if approved by the ESC.

b. STEP 2: PRIORITIZED PAQs

The SUG Change Control Work Group (CCWG) confirms the priority of the enhancement and defines the missing business requirements in JIRA. The basic scope of the change, tasks the agency desires the contractor to perform, including applicable business and technical specifications is identified in JIRA. The CCWG makes a recommendation to the ESC to move forward with the enhancement. The ESC reviews the SA's requested change and if approved ESC will request a Draft PAQ from the contractor.

c. STEP 3: DRAFT PAQ REQUEST

The PMO, on behalf of the ESC, will present a written request for each Draft PAQ to the contractor, in a standard format within JIRA.

d. STEP 4: DRAFT PAQ RESPONSE

The contractor must respond (within a prescribed number of days as stated in the JIRA request for PAQ) to each such PAQ request from the PMO. Within the prescribed number of days, the contractor must send the PMO a Draft PAQ response which provides a cost estimate for the project

and technical/service solution to fulfill the PAQ request. The contractor's Draft 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, but not be limited to:
    - Project Management Plan, project tracking and reporting the progress of the project, etc.
    - A Work Breakdown Structure (WBS) to include a listing of the SUG responsibilities,
    - Functional definition of requirements that outline how the services and/or features shall operate, look, and complete tasks for each PAQ requirement, specification and 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.
    - Quality Assurance (QA) Plan: The description should include the contractor's QA process 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 to be proactive to ensure not only that the schedule is met, but also that product and service quality is maintained.
  - 4) **Cost Estimate:** The DRAFT PAQ will include an estimated price(s) per deliverable to fulfill the PAQ Project. All travel-related expenses must be included within the estimated deliverable price estimate.
- e. **STEP 5: DRAFT PAQ RESPONSE REVIEW**  
The CCWG reviews the DRAFT PAQ. The DRAFT PAQ is revised as appropriate throughout the CCWG review process. When the CCWG completes its review of the DRAFT PAQ, the CCWG makes a recommendation to the ESC to request a final PAQ. The ESC reviews the DRAFT PAQ. If approved, the PMO, on behalf of the ESC, will request the contractor to prepare a final PAQ for CCWG review.
- f. **STEP 6: FINAL PAQ RESPONSE**  
The contractor must respond to the final PAQ request from the PMO with a Final PAQ response which provides a final costs for the project, and technical/service solutions to fulfill the PAQ Request. The contractor's Draft 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, but not be limited to:
- Project Management Plan, project tracking and reporting the progress of the project, etc.
  - A Work Breakdown Structure (WBS) to include a listing of SUG 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.
  - Quality Assurance (QA) Plan: The description should include the contractor's QA process 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) **Firm, Fixed Priced:** The Final PAQ response will include a firm fixed price(s) per deliverable to fulfill the PAQ Project. All travel-related expenses must be included within the estimated deliverable price estimate. No separate or additional reimbursement shall be made for travel related expenses.
- The contractor shall agree and understand the firm, fixed price stated in the awarded PAQ shall not be increased unless the Participating Purchasing State 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 Participating Purchasing State more than the total firm, fixed price for all deliverables unless the Participating Purchasing 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. 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).
  - Unless stated in the PAQ, the Participating Purchasing State shall assume absolutely no other costs exist to satisfy the PAQ's requirements. Therefore, the awarded enhancement contractor shall be responsible for any additional costs.
  - 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 and/or services specified in the PAQ for a given deliverable then payment for the deliverable shall be withheld until all functionality/features and/or services of that deliverable have indeed been provided to and accepted by the Participating Purchasing State. 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, as defined in subparagraph i of this section).
- g. **STEP 7: FINAL PAQ RESPONSE REVIEW**  
The CCWG reviews the final PAQ. The PAQ is revised as appropriate throughout the CCWG review process, and submits to ESC for review and approval.
- h. **STEP 8: APPROVAL OF FINAL PAQ**  
Once the CCWG completes its review of the Final PAQ, the CCWG recommends the ESC move forward with the PAQ. The ESC reviews the PAQ. If approved, the PMO, on behalf of the ESC will enter the ESC's approval and date of approval in JIRA.

The contractor must provide all PAQ supporting documents and a PAQ Form (Attachment #4) to the Participating Purchasing State's POC to coordinate funding and Authorization to Proceed. The Participating Purchasing State must:

- Provide authorization for of the PAQ
- Must retain one signed copy
- Forward a copy of the finalized signed PAQ to the SPIRIT PMO
- Send one copy of the signed PAQ to the contractor

The PMO will attach the signed PAQ in JIRA or proposed tracking tool as well as upload the PAQ to the SharePoint site.

i. **STEP 9: AUTHORIZATION TO PROCEED/ PAQ PROJECT WORK**

An approved PAQ alone does not constitute an authorization to proceed with project work. In accordance with paragraph 9c of the attached Terms and Conditions Request for Proposal, **before providing work on any project, the contractor must receive a properly authorized PAQ from the Participating Purchasing State's authorized representative.** Obligations under a PAQ are limited to those Participating Purchasing States who have signed a Participating Purchasing State Addendum in accordance with the procedures outlined in Section 4 entitled "Participating Purchasing States". Financial obligations of Participating Purchasing States are limited to the PAQs placed by the departments or other state agencies and institutions having available funds.

j. **STEP 10: FORMAL ACCEPTANCE**

Upon the completion of all project work of a given PAQ, the contractor must notify the SPIRIT PMO in writing and shall submit an invoice to Participating Purchasing State who issued the PAQ, in accordance with the PAQ deliverable compensation requirements as described in the awarded PAQ document. The Participating Purchasing State shall review, verify, approve, and formally accept or reject the components of the PAQ project work in accordance with the acceptance criteria defined in the PAQ. Formal acceptance shall not be unreasonable delayed or withheld by the Participating Purchasing State.

k. **STEP 11: COST RECOVERY FOR CONTRACTOR**

Project costs for the PAQ project work shall be reimbursable upon formal acceptance by the Participating Purchasing State in accordance with the deliverables for compensation outlined in the PAQ.

l. **GENERAL REQUIREMENTS**

- 1) The contractor shall submit PAQ Responses in a timely manner in accordance with the SUG's prescribed number of days for the contractor to submit the PAQ Response.

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 CCWG and/ or SPIRIT PMO if any language, specifications or requirements of the PAQ appear to be ambiguous, contradictory, and/or arbitrary. Any and all communication from contractor regarding specifications, requirements, and deliverables must be directed to the CCWG and/ or SPIRIT PMO. Any and all communication from the contractor regarding contract terms and conditions, PAQ process, etc., must be directed to the Lead State and/ or Participating Purchasing State.

- 2) 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.
- 3) Any changes to the PAQ, after the Participating Purchasing State's authorization 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 Participating Purchasing States, a copy to the contractor and retaining a copy for the PMO.

- 4) The Participating Purchasing State who funded the PAQ shall have the right to terminate the PAQ at any time, for the convenience of the Participating Purchasing State, without penalty or recourse, by giving written notice, from the Participating Purchasing State whom issued the PAQ, 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, materials, data, reports, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, become the property of the FNS. The contractor shall be entitled to receive compensation for that work completed and accepted by the Participating Purchasing State pursuant to the PAQ prior to the effective date of termination.
- 5) The duration of any PAQ must not exceed one year over the effective contract period.

2.2.4 Project Assessment Quotation Invoicing: The contractor shall submit an invoice to the Participating Purchasing State and notify the PMO, 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).

### 3. 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.*

#### 3.1 Preparation and Submission of Proposals:

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

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

Signed RFP and RFP Amendment Cover Pages

Table of Contents

Transmittal Letter/Executive Summary

Exhibit A - Pricing (Cost)

Exhibit B - Technical Approach, Method of Performance, Staffing and Staff Expertise

Exhibit C - Past Performance, Program Experience and Reliability

Exhibit D - Participation by Other Organizations

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

- a. Offerors are strongly encouraged to structure their proposal so that the individual provisions of the exhibit language precede each of the offeror's responses. Offerors are discouraged from referring evaluators to other sections of their proposal to find their response to a particular RFP provision. Poorly organized or responded to proposals may result in reduced subjective evaluation consideration being given.

3.1.3 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 proposals 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.

3.1.4 Proposal Copies: The offeror's proposal should include an original document, plus five (5) copies for a total of six (6) documents. In addition, for each copy provided, the offeror should include one (1) complete electronic copy 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 original hardcopy proposal document 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. All proposals should be in a 3-ring binder and should be printed on 8.5 inch X 11 inch paper, 12 point font "Times New Roman".

### 3.1.5 Confidentiality and Proprietary Materials:

- a. Pursuant to Section 610.021, RSMo, proposals and related documents shall not be available for public review until a contract has been awarded or all proposals are rejected.
- b. The DPMM is a governmental body under Missouri Sunshine Law (Chapter 610 RSMo). Section 610.011, RSMo, requires that all provisions be "liberally construed and their exceptions strictly construed" to promote the public policy that records are open unless otherwise provided by law. Regardless of any claim by an offeror as to material being proprietary and not subject to copying or distribution, or how an offeror characterizes any information provided in its proposal, all material submitted by the offeror in conjunction with the RFP is subject to release after the award of a contract in relation to a request for public records under the Missouri Sunshine Law (see Chapter 610 RSMo). Only information expressly permitted to be closed pursuant to the strictly construed provisions of Missouri's Sunshine Law will be treated as a closed record by the DPMM and withheld from any public request submitted to the DPMM after award. Offerors should presume information provided to the DPMM in a proposal will be public following the award of the contract or after rejection of all proposals and made available upon request in accordance with the provisions of state law.
- c. In no event will the following be considered confidential or exempt from the Missouri Sunshine Law:
  - 1) Offeror's entire proposal;
  - 2) Offeror's pricing;
  - 3) Offeror's proposed method of performance including schedule of events and/or deliverables;
  - 4) Offeror's experience information including customer lists or references;
  - 5) Offeror's product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest (see Section 610.021, RSMo, Paragraph 15).
- d. In the event that the offeror does submit information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such parts of their proposal must be separated and clearly marked as confidential within the offeror's proposal along with an explanation of what qualifies the material to be held as confidential pursuant to the provisions of Section 610.021, RSMo. The offeror's failure to follow this instruction shall relieve the state of any obligation to preserve the confidentiality of the documents.
- e. The offeror's sole remedy for the state's denial of any confidentiality request shall be limited to withdrawal and return of their proposal at the offeror's expense.

3.1.6 Imaging Ready: Except for any portion of a proposal qualifying as proprietary or confidential as determined by the DPMM as specified above, after a contract is executed or all proposals are rejected, all proposals are scanned into the DPMM imaging system. The scanned information will be available for viewing through the Internet from the DPMM 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.

3.1.7 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.

3.1.8 **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. Business Compliance for conducting business in other Participating Purchasing States will be addressed separately in each State's Participating Purchasing States Addendum. The compliance to conduct business in the state shall include but may not be limited to:

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

3.1.9 **Foreign Vendors:** If the offeror is a foreign company and does not have an Employer Identification Number assigned by the United States Internal Revenue Service (IRS), the offeror 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 which states the offeror wishes 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, the offering company will be provided, via e-mail, a number which 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 the offering company is a foreign company and has an Employer Identification Number assigned by the IRS, completing an IRS W-8 form will not be necessary and the offeror 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 the offering company by the IRS.
- b. When submitting the offeror's bid/proposal, attach a note to the front page advising DPMM whether the offeror has (1) submitted a W-8 prior to submission of the bid/proposal, (2) included the completed W-8 form with the bid/proposal, or (3) registered with the State of Missouri through the On-Line Bidding/Vendor Registration System website using the offering company's Employer Identification Number.

## **3.2 Proposal Evaluation and Award:**

3.2.1 **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	80
Technical Approach, Method of Performance, Staffing and Staff Expertise	80
Past Performance, Program Experience and Reliability	30
MBE/WBE Participation	10
<b>TOTAL</b>	<b>200</b>

3.2.2 Award Determination: The award shall be made on an all or none basis.

3.2.3 The offeror is advised that an evaluation committee and other subject-matter experts shall be used to review and assess the proposals for responsiveness to mandatory requirements of the RFP and in accordance with the subjective evaluation criteria stated in the RFP. The ethical standards of 1 Code of State Regulation (CSR) 40-1.050(7)(O) will apply to evaluators. Offerors can be sanctioned for unauthorized contact with any evaluator under 1 CSR 40-1.060(8)(G) and (H).

3.2.4 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.

3.2.5 Proposal Presentation and/or Solution Demonstration: After an initial screening process, a proposal presentation and/or a solution demonstration shall be conducted with the offeror, if requested by the Division of Purchasing & Materials Management. If requested, the offeror shall demonstrate its proposed solution’s ability to meet required functionality in a test environment situation at the state agency facility. Attendance cost shall be at the offeror's own expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.

3.2.6 The award shall be made on an all or none basis.

**3.3 Evaluation of Pricing (Cost):**

3.3.1 The offeror must respond to Exhibit A Pricing (Cost), with firm fixed pricing for all applicable costs necessary to satisfy the level of effort of the RFP. All prices quoted shall be firm, fixed for the

requirements outline in Attachment #5 Sample Enhancements. Unless stated herein, the State of Missouri and Participating Purchasing State shall assume absolutely no other costs exist to satisfy the level of effort for the RFP’s requirements. Therefore, the successful offeror shall be responsible for any additional costs.

3.3.2 The cost evaluation shall be based on the pricing provided by the offeror in response to Exhibit A, Pricing (Cost).

3.3.3 All offerors cost proposal shall be evaluated based on the following four (4) cost sub-factors.

a. **Sample Enhancements** - This sub-factor has been allocated twenty (20) of the eighty (80) cost maximum points. The cost evaluation for each sample Enhancement costs shall be based upon the four (4) sample Enhancements provided in Attachment #5 titles as follow:

- 1) Enhancement 1, Add accessibility text to each graphic object
- 2) Enhancement 2, Implement the Revised Birth-24 Month Growth Grids based on World Health Organization (WHO) Grids1<sup>st</sup>
- 3) Enhancement 3, Add capability to capture proof of residency, ID and income when completing certification
- 4) Enhancement 4, The SPIRIT system should be modified to make SPIRIT compatible with Windows 7 32-bit and 64-bit operating systems using Microsoft Office 2007 and Microsoft Office 2010

The samples provided above are for the purposes of the cost evaluation, and may or may not be future requirements for SPIRIT.

b. **Labor Rates** - This sub-factor has been allocated thirty (30) of the eighty (80) cost maximum points. The cost evaluation for Labor Categories cost shall be based upon the offeror’s hourly rate for labor category provided in Exhibit A Pricing (Cost).

c. **Annual Core Services Support** - This sub-factor has been allocated twenty (20) of the eighty (80) cost maximum points. The cost evaluation for Annual Core Service Support cost shall be based upon performing the requirements in the PWS sections outlined in Exhibit A, Table Three (3).

d. **Transition** - This sub-factor has been allocated ten (10) of the eighty (80) cost maximum points. The cost evaluation for Transition cost shall be based upon offerors performing the requirements in the PWS, in Section 2.1.7 SPIRIT Software Enhancement Service Transition-In Considerations and 2.1.8 SPIRIT Software Enhancement Services Transition-Out Considerations, each to be performed over a ninety (90) day period.

3.3.4 Cost evaluation points sub-factor shall be determined from the result of the calculation stated above using the following formula:

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

**3.4 Evaluation of Technical Approach, Method of Performance, Staffing and Staff Expertise (80 Points):**

3.4.1 The evaluation of the Technical Approach, Method of Performance, Staffing and Staff Expertise shall be subjective based on fact. Information provided by the offeror in response to Exhibit B Technical Approach, Method of Performance, Staff and Staff Expertise, of this RFP, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation.



**3.5 Evaluation of Past Performance, Program Experience and Reliability (30 points) :**

3.5.1 The evaluation of the Past Performance, Program Experience and Reliability shall be subjective based on fact. Information provided by the offeror in response to Exhibit C Past Performance, Program Experience and Reliability, of this RFP, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation.

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

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

- a. These targets can be met by a qualified MBE/WBE offeror themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.
- b. 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.)

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

- a. 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.

3.6.3 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	=	Assigned MBE/WBE
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		Participation Evaluation points (10)		Participation points
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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 and dated no earlier than the RFP issuance date by each MBE and WBE proposed or must provide a recently dated letter of intent signed and dated no earlier than the RFP issuance date 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.

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

3.6.5 Definition -- Qualified MBE/WBE:

- a. In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of 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.

3.6.6 Resources - A listing of several resources that are available to assist offerors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at the website shown below or by contacting the Office of 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>

**3.7 Preference for Organizations for the Blind and Sheltered Workshops/Service-Disabled Veteran Business Enterprises (SDVEs):**

3.7.1 Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, 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 following conditions must be met and the following evidence must be provided:

- 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 the 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) If the offeror is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the offeror must provide the following information with the proposal:
  - Participation Commitment - The offeror must complete Exhibit D, Participation Commitment, by identifying the organization for the blind or sheltered workshop, the amount of participation committed, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror must be listed in the appropriate table on the Participation Commitment Form.
  - Documentation of Intent to Participate – The offeror must either provide a properly completed Exhibit D, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the RFP issuance date 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 and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

NOTE: If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror is not required to complete Exhibit D, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

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 Alhaphointe Association for the Blind can be found at the following Internet addresses:

<http://www.lhbindustries.com>

<http://www.alhaphointe.org>

- d. Commitment – If the offeror’s proposal is awarded, the organization for the blind or sheltered workshop participation committed to by the offeror on Exhibit D, Participation Commitment, shall be interpreted as a contractual requirement.

3.7.2 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.

NOTE: 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.

- b. If the SDVE is listed on the following Internet address, 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)

- c. 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.

### 3.7.3 Qualified SDVE:

- a. 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;
- b. 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;
- c. SDVE has the management and daily business operations controlled by one (1) or more SDVs;
- d. 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
- e. SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

### 3.8 Affidavit of Work Authorization and Documentation:

- 3.8.1 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 E must be submitted prior to an award of a contract.

### 3.9 Debarment Certification:

- 3.9.1 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.

### 3.10 Other Requested Information:

- 3.10.1 The offeror should respond to the information requested in Exhibit G, Other Requested Information.
  - a. Executive Order 04-09: EO 04-09 prohibits the Division of Purchasing and Materials Management from awarding contracts where services are performed outside of the United States unless one or more exceptions are deemed to exist (see [http://www.sos.mo.gov/library/reference/orders/2004/eo04\\_009.asp](http://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp)). Offeror is required to disclose whether services are provided from outside the United States. If yes, offeror should indicate the exception cited in EO 04-09 which permits the state to award such a proposal and describe why the exception applies.
  - b. Offerors as Employees: Offerors who are employees of the State of Missouri, a member of the Missouri General Assembly or a statewide elected official should complete, sign and return Exhibit G with their proposal. This document must be satisfactorily completed prior to award of the contract.

3.10.2 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.	Description – 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.	Completed? (v)
1.	Completed and signed all amendments (if applicable) and original RFP? <i>(Mandatory the proposal includes signature)</i>	
2.	Provided firm, fixed pricing on Exhibit A – Pricing (Cost) Pages?	
3.	Completed response to Exhibit B – Technical Approach, Method of Performance, Staffing and Staff Expertise?	
4.	Completed response to Exhibit C – Past Performance, Program Experience, and Reliability?	
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 % 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 or SDVE organization 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.	Completed Exhibit G, Miscellaneous Information, with applicable information, particularly regarding employee conflict of interest, if applicable?	
12.	If applicable, clearly marked, separated, and sealed proprietary or confidential information?	
<b><i>Include five (5) copies of proposal plus the original proposal clearly marked as “Original”</i></b>		

**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.**

#### **4. CONTRACTUAL REQUIREMENTS**

*This section of the RFP includes the general contract requirements and provisions that shall 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.*

##### **4.1 Contract:**

4.1.1 A binding contract shall consist of: (1) the RFP, amendments thereto, and any revisions included in a Best and Final Offer (BAFO) request(s) with RFP changes/additions; (2) the contractor's proposal including any contractor BAFO response(s); (3) clarification of the proposal, if any; and (4) the DPMM's acceptance of the proposal by "Notice of Award". All exhibits and attachments included in the RFP shall be incorporated into the contract by reference.

- a. A Notice of Award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies, and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state.
- b. The contract expresses the complete agreement of the parties, and performance shall be governed solely by the specifications and requirements contained therein. The State of Missouri shall not sign or execute any additional contract, license, support services, professional services, or other agreements provided by the contractor containing contractual terms and conditions as a result of this procurement, except as otherwise agreed to by the state.
- c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- d. Where clarification is needed regarding any conflicting requirements in the project, documents shall govern in the following order of precedence:
  - 1) Post award amendments to the Contract;
  - 2) The RFP, amendments thereto, any Best and Final Offer (BAFO) request(s) and/or RFP amendments, if applicable, and any clarification(s) of the proposal, if applicable;
  - 3) The contractor's proposal including any contractor BAFO response(s).

##### **4.2 Contract Period:**

4.2.1 The original contract period shall be date of award through five (5) years. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period.

##### **4.3 Contract Renewal:**

4.3.1 The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for two (2) 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. However, the contractor shall understand and agree that any renewal period increases specified in the proposal are not automatic. If at the time of contract renewal the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is

rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

#### **4.4 Contract Extension:**

4.4.1 In the event that further time is required to complete development, acceptance, and implementation of the system after expiration of contract, or to complete existing Project Assessment Quotation (PAQ) agreements, the DPMM 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 of the original contract period.

#### **4.5 Price:**

4.5.1 All prices shall be as indicated on the Pricing Page. 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. The contractor shall be paid installation costs and/or maintenance/repair costs provided that such costs are firm, fixed and specifically proposed in response to the Request for Proposal. Failure to propose costs for installation and maintenance/repair shall not relieve the contractor from his/her responsibility to maintain, install and/or repair all items, and any related costs for the service shall be considered by both the contractor and the state to be included within the price stated in the contract.

#### **4.6 Liabilities:**

4.6.1 The contractor shall agree that the State of Missouri and /or Participating Purchasing States shall not be responsible for any liability incurred by the contractor or the contractor's employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the contractor, except as otherwise provided in the contract.

4.6.2 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

4.6.3 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.

4.6.4 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

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

- a. Payments referred to in Inventions, Patents, and Copyrights;



- b. Bodily injury (including death), damage to real property and tangible personal property, and loss of, or damage to, the state's records or data;
- c. Any other liabilities stated in the RFP; and
- d. Software license fees paid (the software license fees paid also applies to any subcontractors and program developers).

#### **4.7 Termination:**

- 4.7.1 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 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.

#### **4.8 Contractor Status:**

- 4.8.1 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.

#### **4.9 Subcontractors:**

- 4.9.1 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) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
- 4.9.2 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.

#### **4.10 Contractor's Personnel:**

- 4.10.1 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.
- 4.10.2 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 of Missouri may also withhold up to twenty-five percent of the total amount due to the contractor.
- 4.10.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- 4.10.4 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.
- 4.10.5 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.

#### **4.11 Participation by Other Organizations:**

- 4.11.1 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.
- 4.11.2 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.
- 4.11.3 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.

- 4.11.4 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.
- 4.11.5 Within thirty (30) 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.

#### **4.12 Assignment:**

- 4.12.1 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.

#### **4.13 Inventions, Patents, and Copyrights:**

- 4.13.1 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.
- 4.13.2 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.

4.13.3 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.

#### **4.14 Insurance:**

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

#### **4.15 FNS Federal Funds Requirements:**

4.15.1 The contractor shall understand and agree that this procurement may involve the expenditure of federal funds. Therefore, in accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the State agency is obtained and unless they clearly state the following as provided by the State agency:

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

4.15.2 The contractor must comply with the following provisions:

- a. Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.
- b. The Clean Air Act, Section 306:
  - 1) No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such

contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.

- 2) The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- 3) In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- 4) The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- 5) The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

c. The Clean Water Act:

- 1) No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- 2) The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- 3) In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
  - i. requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
  - ii. setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- 4) The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

- 5) The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
  - 6) No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section. The term “commercial item” used above shall have the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).
- d. The Anti-Lobbying Act: This Act prohibits the recipients of federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:
- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
  - 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;
  - 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.
- e. Americans with Disabilities Act: This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public by state and local governments, except public transportation services.
- f. Drug Free Workplace Statement: The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:
- 1) The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place.
  - 2) Violators may be terminated or requested to seek counseling from an approved rehabilitation service.

- 3) Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.
  - 4) Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy of the Arkansas Department of Health WIC Program that abuse of this drug will also not be tolerated in the workplace.
  - 5) Contractors of federal agencies are required to certify that the contractor will provide drug-free workplaces for their employees.
- g. Debarment, suspension, and other responsibility matters: As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110.
- 1) The applicant certifies that it and its principals:
    - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    - ii. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
    - iv. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
  - 2) Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
- h. The federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes, the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant or any rights of copyright to which a contractor purchases ownership.

#### **4.16 Force Majeure:**

- 4.16.1 Neither the agency nor the contractor shall be liable to the other for any failure or delay of performance of any obligations hereunder when such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control, including without limitation acts of God, acts of civil or military authority, fires, floods, earthquakes, or other natural disasters, war, riots or strikes. Both parties shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this contract. Any party must give written notice of any Force Majeure event to the other party within a reasonable time period after its occurrence in order to receive the liability protections of this paragraph.

#### **4.17 Coordination:**

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

**4.18 Property of State:**

- 4.18.1 The contractor shall agree and understand that all programs, source code, reports, materials, documentation, etc., which are developed or acquired by the contractor as a requirement of the contract shall become the property of FNS, which shall include all rights and interests for present and future use or sale as deemed appropriate by the State agency.
- 4.18.2 The State of Missouri 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, shall remain the property of the contractor; however, the contractor shall be responsible for ensuring such tools and materials are being used in accordance with applicable intellectual property rights and copyrights.
- 4.18.3 The contractor shall further agree that no reports, documentation, or material prepared, including the program(s) developed as required by the contract, shall be used or marketed by the contractor or released to the public without the prior written consent of the State agency.
- 4.18.4 The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential.

**4.19 Substitution of Personnel:**

- 4.19.1 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 and ESC. 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.

**4.20 Payments:**

- 4.20.1 The contractor shall understand and agree the Participating Purchasing State reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Payment instructions shall be provided in subsequent PAQs issued against this contract.

**4.21 Business Associate Provisions:**

- 4.21.1 Health Insurance Portability and Accountability Act of 1996, as amended - The State agency and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a "Business Associate" of the State agency as such term is defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."
- a. The contractor shall agree and understand that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:



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

#### 4.21.2 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.

#### 4.21.3 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 administrative, physical and technical 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) Encryption of any portable device used to access or maintain protected health information or use of equivalent safeguard.
  - 4) Encryption of any transmission of electronic communication containing protected health information or use of equivalent safeguard.
  - 5) 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.

#### 4.21.4 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.

#### 4.21.5 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.

#### 4.21.6 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.

#### **4.22 Confidentiality and Security Documents:**

- 4.22.1 The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the State agency.
- 4.22.2 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.

#### **4.23 Funding Requirements:**

- 4.20.1 The contract shall involve the use of federal funds as specified below:
- a. 100 % Federal Funds
  - b. CFDA Title: USDA WIC Grants to States (WGS)
  - c. CFDA Number and Federal Agency Name: 10.578 / USDA – Food and Nutrition Service
  - d. Subject to A-133 Requirements: Yes
  - e. Federal Award Year: 2013-2020
  - f. Research and Development: No

#### **4.24 Participating Purchasing States:**

- 4.24.1 "Participating Purchasing States" are SUG Charter State agencies who have signed and submitted Participating Purchasing State Addendums (see Attachment #3, entitled "Participating Purchasing State Addendum") to the State of Missouri. The contractor shall negotiate and sign Participating Purchasing State Addendums upon award of this contract. Only those states who have signed Participating Purchasing State Addendums may issue PAQs against this contract. It is the Contractor's responsibility to verify "Participating Purchasing States" prior to processing PAQs received under this contract. A list of Participating Purchasing States will be provided and maintained by the SPIRIT Designated Governing Body (DGB), who will be identified during the contract kickoff meeting. Contractors shall not process PAQs from unauthorized users. Contractors should reference Attachment 2 entitled "List of Potential Participating States", for information with respect to states whom have the intent to participate in this contract.

**EXHIBIT A  
PRICING (COST)**

Pricing (Cost) has been allocated eighty (80) of the two hundred (200) evaluation criteria points for this RFP. The maximum points awarded for Pricing (Cost) shall be the sum of the offeror’s points earned from the evaluation of sub-factors in this section. The offeror shall provide firm, fixed pricing for SPIRIT Enhancement support service and the ability to provide modifications and enhancements to the SPIRIT source code pursuant to all mandatory requirements herein. The offeror must indicate any other relevant information related to the pricing of their proposed services.

**A.1 SAMPLE ENHANCEMENT COSTS:**

**Sample Enhancements** - This sub-factor has been allocated twenty (20) of the eighty (80) cost maximum points. The government will use the pricing models in Tables 1 in this exhibit to evaluate sample enhancement cost. Offerors shall use sample enhancements provided in Attachment #5, and the requirements for the PWS, Attachment #1, to provide an accurate price proposals for each sample enhancement. The offeror shall provide each labor category, hourly rate, and number of hours the offeror proposes to complete each sample enhancement. To determine the offeror’s score for this sub-factor the FFP total for each sample enhancement shall be added together to establish a total for all enhancements. The total for all enhancements will be applied to the following formula and a Sample Enhancement Cost Evaluation Points will be awarded.

$$\frac{\text{Lowest Total for All Enhancement}}{\text{Compared Total for All Enhancement}} \times 20 = \text{Sample Enhancement Cost evaluation points}$$

**Note:** The Sample Enhancements may be enhancements that will be required upon award of the contract. Sample enhancement pricing will be reviewed for price reasonableness and unbalanced pricing. The evaluation team reserves the right to clarify any pricing that appears to be unreasonably low or unbalanced in order to determine the validity of the pricing.

**TABLE 1: PRICING FOR SAMPLE ENHANCMENT**

The chart below shows how the offeror calculated the price of providing the services and deliverables required. The chart references hours but does not mean that the awarded contractor will be paid by the hour; the awarded contractor will be paid the firm, fixed price of each deliverable that the contractor actually provides and that the Participating Purchasing State approves and accepts using the method set forth in the acceptance criteria and accepted by the state. Note: additional fields may be added if needed.

**Sample Enhancement 1, Add accessibility text to each graphic object**

Labor Category Title	On-Site/Off-Site Consultant Per Hour Rates (Travel Included)		On-Site/Off-Site Consultant (Travel Included) Total Project Hours	Total
	\$	x	Hours	\$
	\$	x	Hours	\$
	\$	x	Hours	\$
	\$	x	Hours	\$
	\$	x	Hours	\$
	\$	x	Hours	\$
	\$	x	Hours	\$
	\$	x	Hours	\$
	\$	x	Hours	\$
	\$	x	Hours	\$
	\$	x	Hours	\$
<b>FFP Total Sample Enhancement 1:</b>				<b>\$</b>

The chart below shows how the offeror calculated the price of providing the services and deliverables required. The chart references hours but does not mean that the awarded contractor will be paid by the hour; the awarded contractor will be paid the firm, fixed price of each deliverable that the contractor actually provides and that the Participating Purchasing State approves and accepts using the method set forth in the acceptance criteria and accepted by the state. Note: additional fields may be added if needed.

**Sample Enhancement 2, Implement the Revised Birth-24 Month Growth Grids based on WHO Grids1<sup>st</sup>**

Labor Category Title	On-Site/Off-Site Consultant Per Hour Rates (Travel Included)		On-Site/Off-Site Consultant (Travel Included) Total Project Hours	Total
	\$	x	Hours	\$
	\$	x	Hours	\$
	\$	x	Hours	\$
	\$	x	Hours	\$
	\$	x	Hours	\$
	\$	x	Hours	\$
	\$	x	Hours	\$
	\$	x	Hours	\$
	\$	x	Hours	\$
	\$	x	Hours	\$
	\$	x	Hours	\$
	\$	x	Hours	\$
	\$	x	Hours	\$
	\$	x	Hours	\$
	\$	x	Hours	\$
	\$	x	Hours	\$
	\$	x	Hours	\$
	\$	x	Hours	\$
	\$	x	Hours	\$
	\$	x	Hours	\$
<b>FFP Total Sample Enhancement 2:</b>				<b>\$</b>

The chart below shows how the offeror calculated the price of providing the services and deliverables required. The chart references hours but does not mean that the awarded contractor will be paid by the hour; the awarded contractor will be paid the firm, fixed price of each deliverable that the contractor actually provides and that the Participating Purchasing State approves and accepts using the method set forth in the acceptance criteria and accepted by the state. Note: additional fields may be added if needed.

**Sample Enhancement 3, Add capability to capture proof of residency, ID and income when completing certification**

Labor Category Title	On-Site/Off-Site Consultant Per Hour Rates (Travel Included)		On-Site/Off-Site Consultant (Travel Included) Total Project Hours	Total
	\$	x	Hours	\$
	\$	x	Hours	\$
	\$	x	Hours	\$
	\$	x	Hours	\$
	\$	x	Hours	\$
	\$	x	Hours	\$
	\$	x	Hours	\$
	\$	x	Hours	\$
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	\$	x	Hours	\$
	\$	x	Hours	\$
	\$	x	Hours	\$
	\$	x	Hours	\$
	\$	x	Hours	\$
	\$	x	Hours	\$
	<b>FFP Total Sample Enhancement 1:</b>			<b>\$</b>



The chart below shows how the offeror calculated the price of providing the services and deliverables required. The chart references hours but does not mean that the awarded contractor will be paid by the hour; the awarded contractor will be paid the firm, fixed price of each deliverable that the contractor actually provides and that the Participating Purchasing State approves and accepts using the method set forth in the acceptance criteria and accepted by the state. Note: additional fields may be added if needed.

**Sample Enhancement 4, The SPIRIT system should be modified to make SPIRIT compatible with Windows 7 32-bit and 64-bit operating systems using Microsoft Office 2007 and Microsoft Office 2010**

Labor Category Title	On-Site/Off-Site Consultant Per Hour Rates (Travel Included)		On-Site/Off-Site Consultant (Travel Included) Total Project Hours	Total
	\$	x	Hours	\$
	\$	x	Hours	\$
	\$	x	Hours	\$
	\$	x	Hours	\$
	\$	x	Hours	\$
	\$	x	Hours	\$
	\$	x	Hours	\$
	\$	x	Hours	\$
	\$	x	Hours	\$
	\$	x	Hours	\$
	\$	x	Hours	\$
	\$	x	Hours	\$
	\$	x	Hours	\$
	\$	x	Hours	\$
	\$	x	Hours	\$
	\$	x	Hours	\$
	<b>FFP Total Sample Enhancement 4:</b>			<b>\$</b>
	<b>Total for All Enhancements</b>			<b>\$</b>

**A.2 Labor Rates:**

This sub-factor has been allocated thirty (30) of the eighty (80) cost maximum points. The cost evaluation for Labor Rate cost shall be based upon the offeror’s hourly rate the labor categories provided in Table 2. Offeror’s proposed hourly rates shall be based upon for labor category descriptions, knowledge and skill levels provided in this exhibit, section A.2.1. To determine the offeror’s score for this sub-factor an Average Rate will be calculated for each year. Average Rates for each year will be added together to establish a Sum of Averages. The Sum of Averages will be applied to the following formula and a Labor Rate Cost Evaluation Points will be awarded. Note: Hourly rates proposed in this section shall represent the highest rate a contractor will use in performing subsequent PAQs issued against this contract. Table 2 will be referenced in the evaluation of proposals for subsequent PAQs issued against this contract. The government understands the categories included in Table 2 may not be required today, but could be required over the life of the contract, such as ERP, and GIS.

$$\frac{\text{Lowest Sum of Average}}{\text{Compared Sum of Averages}} \times 30 = \text{Labor Category Cost evaluation points}$$

**A.2.1 LABOR CATEGORY DESCRIPTIONS**

**Knowledge/Skill Levels:**

Many functional labor categories below (**marked with “#”**) are further subdivided by knowledge/skill level. Definitions of these knowledge/skill levels are shown in this chart:

<b>Level</b>	<b>Knowledge/Skill Description</b>
Entry-Level	Applies fundamental concepts, processes, practices, and procedures on technical assignments. Performs work that requires practical experience and training. Work is performed under supervision.
Journeyman	Possesses and applies expertise on multiple complex work assignments. Assignments may be broad in nature, requiring originality and innovation in determining how to accomplish tasks. Operates with appreciable latitude in developing methodology and presenting solutions to problems. Contributes to deliverables and performance metrics where applicable.
Senior	Possesses and applies a comprehensive knowledge across key tasks and high impact assignments. Plans and leads major technology assignments. Evaluates performance results and recommends major changes affecting short-term project growth and success. Functions as a technical expert across multiple project assignments. May supervise others.
Master	Provides technical/management leadership on major tasks or technology assignments. Establishes goals and plans that meet project objectives. Has domain and expert technical knowledge. Directs and controls activities for a client, having overall responsibility for financial management, methods, and staffing to ensure that technical requirements are met. Interactions involve client negotiations and interfacing with senior management. Decision making and domain knowledge may have a critical impact on overall project implementation. May supervise others.

**Administration/Clerical (#)**

- (a) Responsible for developing, drafting, writing and editing reports, briefs, proposals, and other documents in support of a client’s requirements.
- (b) Interfaces with personnel to coordinate meetings, maintain logs, records and files, provides end-user support, and performs general administrative duties.

- (c) Assists in budgetary, billing, and financial management.
- (d) Responsible for preparing and/or maintaining systems, programming and operations documentation, procedures and methods, including user reference manuals.

### **Applications Developer (#)**

- (a) Designs, develops, enhances, debugs, and implements software. Troubleshoots production problems related to software applications.
- (b) Researches, tests, build, and coordinates the conversion and/or integration of new products based on client requirements. Designs and develops new software products or major enhancements to existing software.
- (c) Addresses problems of systems integration, compatibility, and multiple platforms.
- (d) Consults with project teams and end users to identify application requirements.
- (e) Performs feasibility analysis on potential future projects to management.
- (f) Assists in the evaluation and recommendation of application software packages, application integration and testing tools.
- (g) Resolves problems with software and responds to suggestions for improvements and enhancements.
- (h) Acts as team leader on projects.
- (i) Instructs, assigns, directs, and checks the work of other software developers on development team.
- (j) Participates in development of software user manuals.

### **Applications Systems Analyst (#)**

- (a) Formulates/defines system scope and objectives.
- (b) Devises or modifies procedures to solve complex problems considering computer equipment capacity and limitations, operating time, and form of desired results.
- (c) Prepares detailed specifications for programs. Assists in the design, development, testing, implementation, and documentation of new software and enhancements of existing applications.
- (d) Works with project managers, developers, and end users to ensure application designs meet business requirements.
- (e) Formulates/defines specifications for complex operating software programming applications or modifies/maintains complex existing applications using engineering releases and utilities from the manufacturer.
- (f) Designs, codes, tests, debugs, and documents those programs.
- (g) Provides overall operating system, such as sophisticated file maintenance routines, large telecommunications networks, computer accounting, and advanced mathematical/scientific software packages.
- (h) Assists all phases of software systems programming applications.
- (i) Evaluates new and existing software products.

### **Business Process Consultant**

- (a) Analyzes process and re-engineering, with an understanding of technical problems and solutions as they relate to the current and future business environment.
- (b) Creates process change by integrating new processes with existing ones and communicating these changes to impacted Business Systems teams.
- (c) Recommends and facilitates quality improvement efforts.

### **Business Systems Analyst**

- (a) Formulates and defines systems scope and objectives based on both user needs and a thorough understanding of business systems and industry requirements.
- (b) Devises or modifies procedures to solve complex problems considering computer equipment capacity and limitations, operation time, and form of desired results. Includes analysis of business and user needs, documentation of requirements, and translation into proper system requirements specifications.

- (c) Provides consultation on complex projects and is considered to be the top level contributor/specialist of most phases of systems analysis, while considering the business implications of the application of technology to the current and future business environment.

### **Chief Information Security Officer**

- (a) Responsible for determining enterprise information security standards. Develops and implements information security standards and procedures.
- (b) Provides tactical information security advice and examining the ramifications of new technologies.
- (c) Ensures that all information systems are functional and secure.

### **Computer Scientist**

- (a) Acts as a senior consultant in complex or mission critical client requirements.
- (b) Develops, modifies, and applies computer modeling and programming applications to analyze and solve mathematical and scientific problems affecting system and program performance.
- (c) Participates in all phases of scientific and engineering projects such as research, design, development, testing, modeling, simulating, training, and documentation.

### **Computer Forensic & Intrusion Analyst**

- (a) Provides knowledge in computer and network forensics.
- (b) Conducts vulnerability assessments/penetration tests of information systems.
- (c) Develops, researches and maintains proficiency in tools, techniques, countermeasures, and trend in computer and network vulnerabilities, data hiding, and encryption.
- (d) Identifies, deters, monitors, and investigates computer and network intrusions.
- (e) Provides computer forensic support to high technology investigations in the form of evidence seizure, computer forensic analysis, and data recovery.

### **Configuration Management Specialist (#)**

- (a) Provides configuration management planning.
- (b) Describes provisions for configuration identification, change control, configuration status accounting, and configuration audits.
- (c) Regulates the change process so that only approved and validated changes are incorporated into product documents and related software.

### **Data Architect**

- (a) Designs and builds relational databases. Performs data access analysis design, and archive/recovery design and implementation.
- (b) Develops strategies for data acquisitions, archive recovery, and implementation of a database.
- (c) Works in a data warehouse environment, which includes data design, database architecture, and metadata repository creation.
- (d) Translates business needs into long-term architecture solutions.
- (e) Defines, designs, and builds dimensional databases.
- (f) Develops data warehousing blueprints, evaluating hardware and software platforms, and integrating systems.
- (g) Reviews and develops object and data models and the metadata repository to structure the data for better management and quicker access.

### **Data Warehousing Specialist (#)**

- (a) Coordinates the data administration technical function for both data warehouse development and maintenance.

- (b) Facilitates change control, problem management, and communication among data architects, programmers, analysts, and engineers.
- (c) Establishes and enforces processes to ensure a consistent, well managed, and well-integrated data warehouse infrastructure.
- (d) Analyzes and identifies data and metadata requirements.
- (e) Defines user requirements and database design specifications.
- (f) Designs, implements, and supports data warehousing requirements. Implements business rules via stored procedures, middleware, or other technologies.
- (g) Provides product support and maintenance of the data warehouse.
- (h) Performs data warehouse design and construction.
- (i) Prepares/implements data verification and testing methods for the data warehouse.

### **Database Specialist (#)**

- (a) Provides all activities related to the administration of computerized databases.
- (b) Projects long-range requirements for database administration and design in conjunction with other managers in the information systems function.
- (c) Designs, creates, and maintains databases in a client/server environment.
- (d) Conducts quality control and auditing of databases in a client/server environment to ensure accurate and appropriate use of data.
- (e) Advises users on access to various client/server databases.
- (f) Designs, implements, and maintains complex databases with respect to JCL, access methods, access time, device allocation, validation checks, organization, protection and security, documentation, and statistical methods.
- (g) Applies knowledge and experience with database technologies, development methodologies, and front-end (e.g., COGNOS)/back-end programming languages (e.g., SQL). Performs database programming and supports systems design.
- (h) Includes maintenance of database dictionaries, overall monitoring of standards and procedures, file design and storage, and integration of systems through database design.

### **Disaster Recovery Specialist (#)**

- (a) Designs and administers programs to include policies, standards, guidelines, training programs, and a viable quality assurance process for disaster recovery.
- (b) Oversees and reviews the testing and implementation of software, data systems, and data networks to ensure that the integrity and security of all electronic data and data systems are adequately protected.
- (c) Facilitates the preparation of an organization-wide business resumption plan.
- (d) Assists in the coordination and establishment of disaster recovery programs and business resumption planning across mainframe and client server platforms.
- (e) Coordinates and monitors simulation testing across all platforms.
- (f) Designs and administers programs to include policies, standards, guidelines, training programs, and a viable quality assurance process for disaster recovery.

### **Enterprise Architect**

- (a) Provides high-level architectural expertise to managers and technical staff.
- (b) Develops architectural products and deliverables for the enterprise and operational business lines.
- (c) Develops strategy of system and the design infrastructure necessary to support that strategy.
- (d) Advises on selection of technological purchases with regards to processing, data storage, data access, and applications development. Sets standards for the client/server relational database structure for the organization (SQL, ORACLE, SYBASE, etc.).
- (e) Advises of feasibility of potential future projects to management.

### **Enterprise Resource Planning (ERP) Analyst**

- (a) Assists with the development and maintenance of the Enterprise Resource Planning (ERP) program.

- (b) Analyzes and evaluates ERP application systems. Assists in software upgrades, documentation, and implementation.
- (c) Customizes and configures workflow to allow the integration of client/server applications.
- (d) Tests ERP layout to ensure the system is meeting corporate needs.

### **ERP Business/Architectural Specialist**

- (a) Adapts functional business requirements and processes to technical solutions based upon comprehensive enterprise application solution sets.
- (b) Enterprise resource planning and management processes, including but not limited to: knowledge management, investment analysis, data warehousing, e-commerce, return on investment analysis, human resource analysis, material management and logistics, supply chain management, procurement, ordering, manufacturing, decision support, and information dissemination.

### **Financial Analyst**

- (a) Provides support in the areas of budget, billing, reporting, and financial management for IT initiatives.

### **Geographic Information System (GIS) Analyst/Programmer (118G and 118C)**

- (a) Demonstrates proficiency in GIS analysis and data modeling.
- (b) Demonstrates and maintains proficiency with current and developing technologies and software related to geographic analysis.
- (c) Coordinates, manages, administers, and develops the Geographic Information Systems.
- (d) Develops various types of GIS maps and related data sets.
- (e) Designs and implements GIS analytical procedures.
- (f) Performs analysis and maintenance of GIS systems.

### **Graphics Specialist**

- (a) Produces graphic art and visual materials for promotions, advertisements, films, presentations, packaging, and informative and instructional material through a variety of media outlets such as websites and CD-ROMs.
- (b) Generates, manipulates, and integrates graphic images, animations, sound, text and video generated with automated tools into consolidated and seamless multimedia programs.

### **Groupware Specialist**

- (a) Provides the implementation, maintenance, and support of company messaging system.
- (b) Provides technical support on local groupware replication and client dial-up access issues.

### **Hardware Engineer (#)**

- (a) Provides analysis related to the design, development, and implementation of hardware for products.
- (b) Develops test strategies, devices, and systems.
- (c) Performs stress and performance tests on a variety of computer hardware including circuit boards, processors and wiring.

### **Help Desk Specialist (#)**

- (a) Responds to and diagnoses problems through discussion with users.
- (b) Ensures a timely process through which problems are controlled. Includes problem recognition, research, isolation, resolution, and follow-up steps.
- (c) Supervises operation of help desk and serves as focal point for customer concerns.
- (d) Provides support to end users on a variety of issues.
- (e) Identifies, researches, and resolves technical problems.

- (f) Responds to telephone calls, email and personnel requests for technical support.
- (g) Documents, tracks, and monitors the problem to ensure a timely resolution.
- (h) Provides second-tier support to end users for either PC, server, or mainframe applications or hardware.
- (i) Interact with network services, software systems engineering, and/or applications development to restore service and/or identify and correct core problem.
- (j) Simulates or recreates user problems to resolve operating difficulties.
- (k) Recommends systems modifications to reduce user problems.

#### **Information Assurance/Security Specialist (#)**

- (a) Determines enterprise information assurance and security standards.
- (b) Develops and implements information assurance/security standards and procedures.
- (c) Coordinates, develops, and evaluates security programs for an organization. Recommends information assurance/security solutions to support customers' requirements.
- (d) Identifies, reports, and resolves security violations.
- (e) Establishes and satisfies information assurance and security requirements based upon the analysis of user, policy, regulatory, and resource demands.
- (f) Supports customers at the highest levels in the development and implementation of doctrine and policies.
- (g) Applies know-how to government and commercial common user systems, as well as to dedicated special purpose systems requiring specialized security features and procedures.
- (h) Performs analysis, design, and development of security features for system architectures.
- (i) Analyzes and defines security requirements for computer systems which may include mainframes, workstations, and personal computers.
- (j) Designs, develops, engineers, and implements solutions that meet security requirements.
- (k) Provides integration and implementation of the computer system security solution.
- (l) Analyzes general information assurance-related technical problems and provides basic engineering and technical support in solving these problems.
- (m) Performs vulnerability/risk analyses of computer systems and applications during all phases of the system development life cycle.
- (n) Ensures that all information systems are functional and secure.

#### **Information Specialist/Knowledge Engineer**

- (a) Develops information retrieval solutions to support client requirements for specified domain subjects, using information retrieval software languages and automated text analysis and extraction techniques

#### **Modeling and Simulation Specialist**

- (a) Specialist in modeling and simulation functions or operations such as, but not limited to exercises, plans, coordination, demonstrations, and instruction in the fields such as, but not limited to health, environmental, transportation, law enforcement, and security for military, and civil agencies.
- (b) Supports live, constructive, or virtual training.

#### **Network Specialist (#)**

- (a) Provides technical guidance for directing and monitoring information systems operations. Designs, builds, and implements network systems.
- (b) Directs compilation of records and reports concerning network operations and maintenance. Troubleshoots network performance issues. Analyzes network traffic and provides capacity planning solutions.
- (c) Monitors and responds to complex technical control facility hardware and software problems. Interfaces with vendor support service groups to ensure proper escalation during outages or periods of degraded system performance.
- (d) Manages the purchase, testing, installation, and support of network communications, including LAN/MAN/WAN systems.

- (e) Performs system-level design and configuration of products including determination of hardware, OS, and other platform specifications.
- (f) Plans large-scale systems projects through vendor comparison and cost studies.
- (g) Performs a variety of systems engineering tasks and activities that are broad in nature and are concerned with major systems design, integration, and implementation, including personnel, hardware, software, budgetary, and support facilities and/or equipment.
- (h) Provides quality assurance review and the evaluation of new and existing software products.
- (i) Provides assistance and oversight for all information systems operations activities, including computer and telecommunications/communications operations, data entry, data control, LAN/MAN/WAN administration and operations support, operating systems programming, system security policy procedures, and/or web strategy and operations.
- (j) Provides input to policy level discussions regarding standards and budget constraints.
- (k) Supervises all personnel engaged in the operation and support of network facilities, including all communications equipment on various platforms in large scale or multi-shift operations.
- (l) Supervises complex operations that involve two or more additional functions such as, but not limited to, network operations, systems security, systems software support, and production support activities.
- (m) Monitors and responds to hardware, software, and network problems.
- (n) Provides the routine testing and analysis of all elements of the network facilities (including power, software, communications machinery, lines, modems, and terminals).
- (o) Utilizes software and hardware tools and identifies and diagnoses complex problems and factors affecting network performance.
- (p) Troubleshoots network systems when necessary and makes improvements to the network

### **Program Manager**

- (a) Organizes, directs, and manages contract operation support functions, involving multiple, complex and inter-related project tasks.
- (b) Manages teams of contract support personnel at multiple locations.
- (c) Maintains and manages the client interface at the senior levels of the client organization.
- (d) Meets with customer and contractor personnel to formulate and review task plans and deliverable items. Ensures conformance with program task schedules and costs.

### **Project Manager**

- (a) Leads team on large projects or significant segment of large complex projects.
- (b) Analyzes new and complex project related problems and creates innovative solutions involving finance, scheduling, technology, methodology, tools, and solution components.
- (c) Provides applications systems analysis and programming activities for a Government site, facility or multiple locations.
- (d) Prepares long and short-range plans for application selection, systems development, systems maintenance, and production activities and for necessary support resources.
- (e) Oversees all aspects of projects.

### **Quality Assurance Specialist (#)**

- (a) Provides development of project Software Quality Assurance Plan and the implementation of procedures that conforms to the requirements of the contract.
- (b) Provides an independent assessment of how the project's software development process is being implemented relative to the defined process and recommends methods to optimize the organization's process.
- (c) May be responsible for all activities involving quality assurance and compliance with applicable regulatory requirements.
- (d) Conducts audits and reviews/analyzes data and documentation.
- (e) Develops and implements procedures and test plans for assuring quality in a system development environment which supports large databases and applications.



**Research Analyst**

- (a) Plans, organizes, and conducts research in a variety of areas, such as new or existing products, science, social science, law or business, etc. in support of an IT initiative.
- (b) Searches sources such as reference works, literature, documents, newspapers, statistical records, and other sources of information. May use Internet, Intranet, magazines, periodicals, journals, and other media to perform research.
- (c) Analyzes information and statistical data to prepare reports and studies for use by professionals.

**Strategic/Capital Planner**

- (a) Provides strategic planning of large projects or a significant segment of a strategic planning portion of a large complex project.
- (b) Provides the overall approach to clarify mission statements so they can be used as springboards in envisioning their desired future.
- (c) Assists in developing mission and vision statements, subsequent goal delineation, provides guidance for building operational plans and specifying measurable outcomes to include capital outlay planning efforts in a consolidated strategic planning process and prioritizes those initiatives.
- (d) Assist in preparation of key strategic planning documentation, including OMB Form 300.

**Subject Matter Expert (#)**

- (a) Serves as subject matter expert, possessing in-depth knowledge of a particular area, such as business, computer science, engineering, mathematics, or the various sciences.
- (b) Provides technical knowledge and analysis of highly specialized applications and operational environments, high-level functional systems analysis, design, integration, documentation and implementation advice on exceptionally complex problems that need extensive knowledge of the subject matter for effective implementation.
- (c) Participates as needed in all phases of software development with emphasis on the planning, analysis, testing, integration, documentation, and presentation phases.
- (d) Applies principles, methods and knowledge of the functional area of capability to specific task order requirements, advanced mathematical principles and methods to exceptionally difficult and narrowly defined technical problems in engineering and other scientific applications to arrive at automated solutions.

**Systems Engineer**

- (a) Provides analysis related to the design, development, and integration of hardware, software, man-machine interfaces and all system level requirements to provide an integrated IT solution.
- (b) Develops integrated system test requirement, strategies, devices and systems.
- (c) Directs overall system level testing.

**Technical Editor**

- (a) Reviews content of technical documentation for quality.
- (b) Produces technical and scientific illustrations for presentations and/or publication, as appropriate to the requirements.
- (c) Ensures that documents follow the style laid out in the company's style guide.

**Technical Writer**

- (a) Writes a variety of technical articles, reports, brochures, and/or manuals for documentation for a wide range of uses.
- (b) Coordinates the display of graphics and the production of the document.

- (c) Ensures content is of high quality and conforms with standards.

**Test Engineer (#)**

- (a) Evaluates, recommends, and implements automated test tools and strategies.
- (b) Designs, implements, and conducts test and evaluation procedures to ensure system requirements are met.
- (c) Develops, maintains, and upgrades automated test scripts and architectures for application products. Also writes, implements, and reports status for system test cases for testing. Analyzes test cases and provides regular progress reports.
- (d) Serves as subject matter specialist providing testing know-how for the support of user requirements of complex to highly complex software/hardware applications.
- (e) Directs and/or participates in all phases of risk management assessments and software/hardware development with emphasis on analysis of user requirements, test design and test tools selection.

**Training Specialist (#)**

- (a) Assesses, designs, and conceptualizes training scenarios, approaches, objectives, plans, tools, aids, curriculums, and other state of the art technologies related to training and behavioral studies.
- (b) Identifies the best approach training requirements to include, but not limited to hardware, software, simulations, course assessment and refreshment, assessment centers, oral examinations, interviews, computer assisted and adaptive testing, behavior-based assessment and performance, and team and unit assessment and measurement.
- (c) Develops and revises training courses. Prepares training catalogs and course materials.
- (d) Trains personnel by conducting formal classroom courses, workshops, and seminars.

**Voice/Data Communications Engineer (#)**

- (a) Provides technical direction and engineering knowledge for communications activities including planning, designing, developing, testing, installing and maintaining large communications networks.
- (b) Ensures that adequate and appropriate planning is provided to direct building architects and planners in building communications spaces and media pathways meet industry standards.
- (c) Develops, operates, and maintains voice, wireless, video, and data communications systems.
- (d) Provides complex engineering or analytical tasks and activities associated with one or more technical areas within the communications function.

**Web Content Analyst**

- (a) Provides for development and content that will motivate and entertain users so that the users regularly access the website and utilize it as a major source for information and decision-making.
- (b) Provides managing/performing website editorial activities including gathering and researching information that enhances the value of the site.

**Web Designer**

- (a) Designs and builds web pages using a variety of graphics software applications, techniques, and tools.
- (b) Designs and develops user interface features, site animation, and special-effects elements.
- (c) Contributes to the design group's efforts to enhance the look and feel of the organization's online offerings.
- (d) Designs the website to support the organization's strategies and goals relative to external communications.

<b>Table 2, Full burdened hourly rates (Date of award through five (5) years plus two (2) one-year renewal options) for each Labor Category</b>	<b>Hourly Rate Year 1</b>	<b>Hourly Rate Year 2</b>	<b>Hourly Rate Year 3</b>	<b>Hourly Rate Year 4</b>	<b>Hourly Rate Year 5</b>	<b>Hourly Rate Year 6 (Option)</b>	<b>Hourly Rate Year 7 (Option)</b>
<b>Administration/Clerical</b>							
Administration/Clerical (Entry Level)							
Administration/Clerical (Journeyman)							
Administration/Clerical (Senior)							
<b>Applications Developer</b>							
Applications Developer (Entry Level)							
Applications Developer (Journeyman)							
Applications Developer (Senior)							
Applications Developer (Master)							
<b>Applications Systems Analyst</b>							
Applications Systems Analyst (Entry Level)							
Applications Systems Analyst (Journeyman)							
Applications Systems Analyst (Senior)							
Applications Systems Analyst (Master)							
Business Process Consultant							
Business Systems Analyst							
Chief Information Security Officer							
Computer Scientist							
Computer Forensic and Intrusion Analyst							
<b>Configuration Management Specialist</b>							
Configuration Management Specialist (Journeyman)							
Configuration Management Specialist (Senior)							
Configuration Management Specialist (Master)							
Data Architect							
<b>Data Warehousing Specialist</b>							
Data Warehousing Specialist (Entry Level)							
Data Warehousing Specialist (Journeyman)							
Data Warehousing Specialist (Senior)							
Data Warehousing Specialist (Master)							
<b>Database Specialist</b>							
Database Specialist (Entry Level)							
Database Specialist (Journeyman)							
Database Specialist (Senior)							
Database Specialist (Master)							
<b>Disaster Recovery Specialist</b>							
Disaster Recovery Specialist (Journeyman)							
Disaster Recovery Specialist (Senior)							
Enterprise Architect							
ERP Analyst							
ERP Business/Architectural Specialist							
Financial Analyst							
GIS Analyst/Programmer							
Graphics Specialist							
Groupware Specialist							
<b>Hardware Engineer</b>							
Hardware Engineer (Entry Level)							

<b>Table 2, Full burdened hourly rates (Date of award through five (5) years plus two (2) one-year renewal options) for each Labor Category</b>	<b>Hourly Rate Year 1</b>	<b>Hourly Rate Year 2</b>	<b>Hourly Rate Year 3</b>	<b>Hourly Rate Year 4</b>	<b>Hourly Rate Year 5</b>	<b>Hourly Rate Year 6 (Option)</b>	<b>Hourly Rate Year 7 (Option)</b>
Hardware Engineer (Journeyman)							
Hardware Engineer (Senior)							
Hardware Engineer (Master)							
<b>Helpdesk Specialist</b>							
Helpdesk Specialist (Entry Level)							
Helpdesk Specialist (Journeyman)							
Helpdesk Specialist (Senior)							
<b>Information Assurance/Security Specialist</b>							
Information Assurance/Security Specialist (Entry Level)							
Information Assurance/Security Specialist (Journeyman)							
Information Assurance/Security Specialist (Senior)							
Information Assurance/Security Specialist (Master)							
Information Specialist/Knowledge Engineer							
Modeling and Simulation Specialist							
<b>Network Specialist</b>							
Network Specialist (Entry Level)							
Network Specialist (Journeyman)							
Network Specialist (Senior)							
Network Specialist (Master)							
Program Manager							
Project Manager							
<b>Quality Assurance Specialist</b>							
Quality Assurance Specialist (Entry Level)							
Quality Assurance Specialist (Journeyman)							
Quality Assurance Specialist (Senior)							
Quality Assurance Specialist (Master)							
Research Analyst							
Strategic/Capital Planner							
<b>Subject Matter Expert</b>							
Subject Matter Expert (Journeyman)							
Subject Matter Expert (Senior)							
Subject Matter Expert (Master)							
Systems Engineer							
Technical Editor							
Technical Writer							
<b>Test Engineer</b>							
Test Engineer (Entry Level)							
Test Engineer (Journeyman)							
Test Engineer (Senior)							
<b>Training Specialist</b>							
Training Specialist (Entry Level)							
Training Specialist (Journeyman)							
Training Specialist (Senior)							
<b>Voice/Data Communications Engineer</b>							

<b>Table 2, Full burdened hourly rates (Date of award through five (5) years plus two (2) one-year renewal options) for each Labor Category</b>	<b>Hourly Rate Year 1</b>	<b>Hourly Rate Year 2</b>	<b>Hourly Rate Year 3</b>	<b>Hourly Rate Year 4</b>	<b>Hourly Rate Year 5</b>	<b>Hourly Rate Year 6 (Option)</b>	<b>Hourly Rate Year 7 (Option)</b>
Voice/Data Communications Engineer (Entry Level)							
Voice/Data Communications Engineer (Journeyman)							
Voice/Data Communications Engineer (Senior)							
Voice/Data Communications Engineer (Master)							
Web Content Analyst							
Web Designer							
<b>AVERAGE RATE</b>	\$ -						
						Sum of Averages	\$

The Loaded Hourly Labor Rates include Wages, Fringe Benefits, Overhead, G&A, and Profit. Upon request, the Contractor shall provide a cost breakdown of each Loaded Hourly Labor Rate, including profit, IAW the Contractor's cost accounting system.

**A.3 Annual Core Services Support** - This sub-factor has been allocated twenty (20) of the eighty (80) cost maximum points. The cost evaluation for Annual Core Services cost shall be based upon performing the task in accordance the requirements in the referenced PWS Sections, duration, and quantity provided in the Table 3 of this exhibit. To determine the contractor’s score for this sub factor the total extended price for each year will be added to establish a Total Core Services Support Cost. The Total Core Services Support Cost shall be applied to the following formula and Core Services Support Cost Evaluation Points will be awarded.

$$\frac{\text{Lowest Total Core Services Support Cost}}{\text{Compared Total Core Service Support Cost}} \times 20 = \text{Core Service Support Cost evaluation points}$$

<b>Table 3 Annual Core Services Support</b>	<b>Unit Price</b>	<b>Unit of Measure</b>	<b>Quantity</b>	<b>Extended Price</b>
2.1.6.1.6.1 - JIRA Application (Initial Transition)		Lump Sum	1	\$0.00
2.1.6.1.2 - Source Code Operational Support		Month	12	\$0.00
2.1.6.1.6.1 - JIRA Application (On-going Maintenance)		Months	12	\$0.00
2.1.6.1.6.2 - SPIRIT Test Environment (On-going Maintenance)		Months	12	\$0.00
<b>Total for all services above Year 1</b>	<b>\$0.00</b>	<b>Year</b>	<b>1 Each</b>	<b>\$0.00</b>
2.1.6.1.2 - Source Code Operational Support		Month	12	\$0.00
2.1.6.1.6.1 - JIRA Application (On-going Maintenance)		Months	12	\$0.00

2.1.6.1.6.2 - SPIRIT Test Environment (On-going Maintenance)		Months	12	\$0.00
<b>Total for all services above Year 2</b>	<b>\$0.00</b>	<b>Year</b>	<b>1 Each</b>	<b>\$0.00</b>
2.1.6.1.2 - Source Code Operational Support		Month	12	\$0.00
2.1.6.1.6.1 - JIRA Application (On-going Maintenance)		Months	12	\$0.00
2.1.6.1.6.2 - SPIRIT Test Environment (On-going Maintenance)		Months	12	\$0.00
<b>Total for all services above Year 3</b>	<b>\$0.00</b>	<b>Year</b>	<b>1 Each</b>	<b>\$0.00</b>
2.1.6.1.2 - Source Code Operational Support		Month	12	\$0.00
2.1.6.1.6.1 - JIRA Application (On-going Maintenance)		Months	12	\$0.00
2.1.6.1.6.2 - SPIRIT Test Environment (On-going Maintenance)		Months	12	\$0.00
<b>Total for all services above Year 4</b>	<b>\$0.00</b>	<b>Year</b>	<b>1 Each</b>	<b>\$0.00</b>
2.1.6.1.2 - Source Code Operational Support		Month	12	\$0.00
2.1.6.1.6.1 - JIRA Application (On-going Maintenance)		Months	12	\$0.00
2.1.6.1.6.2 - SPIRIT Test Environment (On-going Maintenance)		Months	12	\$0.00
<b>Total for all services above Year 5</b>		<b>Year</b>	<b>1 Each</b>	<b>\$0.00</b>
2.1.6.1.2 - Source Code Operational Support		Month	12	\$0.00
2.1.6.1.6.1 - JIRA Application (On-going Maintenance)		Months	12	\$0.00
2.1.6.1.6.2 - SPIRIT Test Environment (On-going Maintenance)		Months	12	\$0.00
<b>Total for all services above Year 6</b>	<b>\$0.00</b>	<b>Year</b>	<b>1 Each</b>	<b>\$0.00</b>
2.1.6.1.2 - Source Code Operational Support		Month	12	\$0.00
2.1.6.1.6.1 - JIRA Application (On-going Maintenance)		Months	12	\$0.00
2.1.6.1.6.2 - SPIRIT Test Environment (On-going Maintenance)		Months	12	\$0.00
<b>Total for all services above Year 7</b>	<b>\$0.00</b>	<b>Year</b>	<b>1 Each</b>	<b>\$0.00</b>
<b>Total Core Service Support Cost</b>				<b>\$0.00</b>

**A.4 Transition:**

This sub-factor has been allocated ten (10) of the eighty (80) cost maximum points. The cost evaluation for Transition cost shall be based upon offerors performing the requirements in the PWS, in section 2.1.7 SPIRIT Software Enhancement Service Transition-In Considerations and 2.1.8 SPIRIT Software Enhancement Services Transition-Out Considerations, each to be performed over a ninety (90) day period. Pricing for this sub-factor must be provided in Table 4 of this exhibit. To determine the offeror’s score for this sub-factor the extended price for both transition periods shall be added together to establish a Transition Total Cost. The Transition Total Cost will be applied to the following formula and Transition Cost Evaluation Points will be awarded.

$$\frac{\text{Lowest Transition Total Cost}}{\text{X}} \times 20 = \text{Transition Cost}$$

Compared Transition Total Cost

Evaluation points

Table 4 Transition	Unit Price	Unit of Measure	Quantity	Extended Price
Transition In (90 Days)	\$	Lump Sum	1	\$
Transition Out (90 Days)	\$	Lump Sum	1	\$
Transition Total Cost				\$

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

**End of Exhibit A**

**EXHIBIT B**  
**Technical Approach, Method of Performance, Staffing and Staff Expertise**  
**(Evaluation is 80 points)**

Technical Approach, Method of Performance, Staffing and Staff Expertise has been allocated eighty (80) of the two hundred (200) evaluation scoring criteria points for this RFP. The evaluation of the Technical Approach, Method of Performance, Staffing and Staff Expertise shall be subjective based on requirements herein. 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. The offeror should present detailed information regarding the proposed functional and technical capabilities and method of performance. It is the offeror's responsibility to make sure all products and services proposed are adequately described. It should not be assumed that the evaluator has specific knowledge of the products and services proposed.

**B.1 TECHNICAL APPROACH AND METHOD OF PERFORMANCE:**

1. The offeror shall respond to the requirements for SPIRIT Software Enhancement Services Performance Work Statement specified in Section 2.1 of the RFP. The offeror's response should include detail regarding the method or manner in which the offeror proposes to satisfy these requirements.
2. The offeror shall describe their approach to the Sample Enhancements provided in Attachment #5. For each sample enhancement, the offeror shall provide:
  - A project timeline describing key events and delivery milestones;
  - A narrative description of its approach to developing the enhancement, including a discussion of any perceived risk and mitigation strategies for the perceived risks;
  - A staffing plan. The staffing plan describe the rationale and approach to the offeror's response in Exhibit B, which indicates the labor categories utilized and the number of hours estimated for each labor category. The staffing plan should NOT include any pricing information; and
  - A narrative that addresses the overall approach to providing the requested sample enhancements.
3. Economic Impact to Participating Governmental Entities: The offeror should describe the economic advantages that will be realized by the participating entity that is being served as a result of the offeror performing the required services under the contract. The offeror should respond to the following:
  - Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by the respective participating governmental entity and/or products produced or sold from the entity.
  - Provide a description of the economic impact returned to the respective participating governmental entity through tax revenue obligations.
  - Provide a description of the company's economic presence within the respective participating governmental entity (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including that entity's employee statistics.

**B.2 STAFFING AND STAFF EXPERTISE:**

1. The offeror should describe how it will staff the contract work including the types of labor categories utilized for each respective task and how it will provide continuous personnel and other resources necessary throughout the term of the contract.
2. The offeror should provide detailed information about the experience and qualifications, including any applicable certifications, of the staff proposed in response to the RFP and identify whether the staff is that of the contractor or subcontractor.
  - The information submitted should clearly identify previous experience of the person in performing similar services and should include beginning and ending dates, a description of the role of the person in such performances, and results of the services performed.



3. The offeror should provide previous work assignments of the proposed personnel that are similar to the work the offeror will be responsible for under the subsequent contract.
4. If personnel are not yet named, the offeror should provide:
  - Detailed descriptions of the required employment qualifications; and
  - Detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

**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.**

**End of Exhibit B**

**EXHIBIT C**  
**Past Performance, Program Experience and Reliability**  
**(Evaluation is 30 points)**

The evaluation of the offeror’s past performance program experience and reliability & expertise of personnel shall be subjective based on the ability of the offeror to perform the requirements stated herein. Therefore, the offeror should present detailed information regarding the organization’s experience and expertise of proposed personnel. The following information should be provided by the offeror in order to assist the State of Missouri and the source selection team in evaluation of the offeror’s experience and expertise of personnel. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

**C.1 EXPERIENCE:**

1. The offeror should describe the nature of the offeror’s business, type of services performed, etc.
2. The offeror should describe their experience with providing similar requirements as those required herein. The offeror should describe any previous contract experiences of a similar nature and complexity in scope, responsibility and technologies involved as what is described in this RFP.
3. The offeror should provide reference contact information (name, role in project, phone, and e-mail). Please verify correct e-mail address prior to submitting) for the projects described pursuant to the above in order to allow the evaluators to verify the information. Utilizing the table below (or in a similar format), the offeror should provide up to five (5) references that may be contacted. In addition, the offeror should provide up to three (3) references that may be contacted for any/each subcontractor that the offeror proposes to utilize to meet the requirements of the RFP. Please clearly indicate which references are for subcontractor(s). Please make sure the contact information, including the email addresses, are current, correct and available for reference contact.

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

<b>REFERENCE</b>	
<b>Contracting Agency/Entity Client Name:</b>	
<b>Contact Name:</b>	
<b>Contact Title:</b>	
<b>Description of Role / Responsibility the above contact person had in referenced contract work:</b>	
<b>Contact Phone Number:</b>	
<b>Contact Email Address:</b> *please verify accuracy of email address*	
<b>Applicable Dates of Contract Work</b>	
<b>Description of Role / Responsibility in referenced contract work:</b>	

**EXHIBIT C - continued****C.2 RELIABILITY:**

1. The offeror should describe the history of the company including the number of years the firm has been business and the number of years providing similar type services as those required herein as well as a description of the market strength/stability of the organization.
2. The offeror should provide information that documents the depth and number of resources (i.e., financial, supplies, facilities, infrastructure, etc.) to ensure completion of all RFP requirements. The offeror should document how sufficient resources will be provided to the government agencies.
3. The offeror should describe any other companies and organizations that are strategic partners or alliances. Explain what benefit(s) the agency will receive from these alliances and/or partners as it relates to the provision of the required system and services described herein. Offeror should disclose any corporate affiliations regarding other service organization affiliations, etc.
4. The offeror should indicate whether there is currently and within the past twelve (12) months any legal actions, suits, or proceeding, pending or threatened against the offeror's organization that could be viewed as threatening the ability to continue perform contract responsibilities. Explain any such circumstances. For any subcontractors proposed, the same information should be provided for each subcontractor's organization.
5. The offeror should indicate whether it has had contracts with other governmental and/or private entities that have been canceled prior to expiration or contracts not renewed after the initial contract period within the past five (5) years. Explain any such circumstances/reasons for the cancellation and/or non-renewal.

**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.**

**End of Exhibit C**

**EXHIBIT D  
PARTICIPATION FROM OTHER ORGANIZATIONS**

**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. *The services performed or the products provided by the listed participating organizations 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.*

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.

<b>MBE Participation Commitment Table</b>		
<b>Name of Each Qualified Minority Business Enterprise (MBE) Proposed</b>	<b>Committed Percentage of Participation for Each MBE <i>% of the Actual Total Contract Value</i></b>	<b>Description of Products/Services to be Provided by Listed MBE</b> <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:
<b>Total MBE Percentage:</b>	<b>%</b>	

<b>WBE Participation Commitment Table</b>		
<b>Name of Each Qualified Women Business Enterprise (WBE) proposed</b>	<b>Committed Percentage of Participation for Each WBE <i>% of the Actual Total Contract Value</i></b>	<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:
<b>Total WBE Percentage:</b>	<b>%</b>	

<b>Organization for the Blind/Sheltered Workshop Commitment Table</b>	
By completing this table, the offeror commits to the use of the organization at the greater of \$5,000 or 2% of the actual total dollar value of contract.	
<b>Name of Organization for the Blind or Sheltered Workshop Proposed</b>	<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:

<b>SDVE Participation Commitment Table</b>		
<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)*

**EXHIBIT D (Continued)**

**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.oa.mo.gov/purch/vendorinfo/sdve.html](http://www.oa.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/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/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 employs 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 RFP B2Z13002 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 ITSD/DNR 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**

***(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.)***

**BOX B – CURRENT BUSINESS ENTITY STATUS**

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 each of the following. The offeror should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/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 listing the offeror's name and company ID 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**

***(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.)***

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

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  
OTHER REQUIRED INFORMATION**

**Contact Information:**

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

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

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

**Outside United States**

If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the offeror MUST disclose such fact and provide details in the space below or on an attached page.

In providing a 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 provided or performed that meets or can be justified pursuant to exception conditions described in Section 4 of the Executive Order.

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

**Employee/Conflict of Interest:**

<p>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:</p>	
<p>Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:</p>	
<p>If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:</p>	
<p>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:</p>	<p>_____ %</p>

**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.