



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

AMENDMENT NO.: 001

RFP NO.: B2Z13050

TITLE: Missouri Human Services Eligibility, Enrollment and
Case Management System

ISSUE DATE: 02/07/13

BUYER: Gary Eggen

PHONE NO.: (573) 751-2497

E-MAIL: Gary.Eggen@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 02/28/13 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.

RETURN PROPOSAL AND AMENDMENT(S) TO:

(U.S. Mail)

DPMM

PO BOX 809

JEFFERSON CITY MO 65102-0809

or

(Courier Service)

DPMM

301 WEST HIGH STREET, ROOM 630

JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: DATE OF AWARD THROUGH JUNE 30, 2018

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

DEPARTMENT OF SOCIAL SERVICES
FAMILY SUPPORT DIVISION
P.O. BOX 2320
JEFFERSON CITY, MO 65102

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP amendments. The offeror should, as a matter of clarity and assurance, also sign and return all previously issued RFP amendment(s) and the original RFP document. The offeror agrees that the language of the original RFP as modified by this and any previously issued RFP amendments 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	

Prospective offerors are hereby notified of the following revisions to the RFP:

1. The following sections and paragraphs have been revised:

1.1.2	2.5.16.a	2.14.1	Exhibit A.1	Attachment 1
1.5.5	2.6.1.g	2.15.2	Exhibit A.2	Attachment 2
1.5.7	2.7.1	2.16.1	Exhibit A.3	Attachment 4
2.1.3	2.7.3	3.2.1	Exhibit A.4	Attachment 9
2.1.4	2.7.4	3.2.3	Exhibit C.1	Attachment 10
2.3.5	2.9.1.b	3.3.2.a	Exhibit C.3	
2.5.7	2.9.2	4.5.1	Exhibit C.4	
2.5.12	2.10.4	4.6.1	Exhibit D.1	
2.5.13	2.13.2	4.22.1.b	Exhibit D.2	

2. The following sections and paragraphs have been deleted:

2.10.2
4.10

Revised language is denoted by ***bold italics***.



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

RFP NO.: B2Z13050

TITLE: Missouri Human Services Eligibility, Enrollment and
Case Management System

ISSUE DATE: 01/22/13

REQ NO.: NR 886 DFA13000104

BUYER: GARY EGGEN

PHONE NO.: (573) 751-2497

E-MAIL: gary.eggen@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 02/28/13 AT 2:00 PM CENTRAL TIME

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	PO BOX 809		301 WEST HIGH STREET, RM 630
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P.O. BOX 2320
JEFFERSON CITY, MO 65102

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 12/27/12). 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.

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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 for the provision and implementation of a comprehensive, fully integrated, state-of-the-art automated human services eligibility, enrollment and case management system for the Missouri Department of Social Services (hereinafter referred to as agency, state agency or DSS) located in Jefferson City, Missouri in accordance with the requirements and provisions stated herein. The DSS will be acting on behalf of the Family Support Division (hereinafter also referred to as FSD) and MO HealthNet Division (hereinafter also referred to as MHD).

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- 1.1.2 This RFP document is contingent upon the Centers for Medicare and Medicaid Services (CMS) approval. Upon receiving CMS approval, the RFP will be amended to include any revisions or modifications required by CMS and to remove this contingency. ***The due date for proposals may be revised pending timing of CMS approval and the extent of further revisions.***
- 1.1.3 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: Experience and Reliability of Organization and Expertise of Personnel
 - Exhibit C: Proposed Functional/Technical Capabilities
 - Exhibit D: Proposed Method of Performance
 - Exhibit E: Participation by Other Organizations
 - Exhibit F: Business Entity Certification, Enrollment Documentation and Affidavit of Work Authorization
 - Exhibit G: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions
 - Exhibit H: Miscellaneous Information/Requirements
 - Terms and Conditions

Exhibit C Supplements: The offeror is advised that supplemental files for Exhibit C are included as separate, downloadable Excel files due to the size and nature of the files. The files must be downloaded by the offeror from the Division of Purchasing and Materials Management's website at: <https://www.moolb.mo.gov>. The files 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 files and complete them as necessary. The offeror shall not be relieved of any RFP requirements due to the failure of the offeror to obtain a copy of the attachments.

Attachments: The offeror is also advised that the attachments to this document referenced below provide additional requirements, 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: Program Participation Information
- Attachment 2: Current Operating Environment
- Attachment 3: Guidance Documents
- Attachment 4: Technical Requirements
- Attachment 5: Business/Functional Requirements
- Attachment 6: Common Client Area
- Attachment 7: ITSD Supported Software
- Attachment 8: Inventory of Current Interfaces
- Attachment 9: Inventory of Current Reports
- Attachment 10: Demonstration Information

1.2 Pre-Proposal Conference:

- 1.2.1 A pre-proposal conference regarding this Request for Proposal will be held on Tuesday, February 5, 2013 beginning at 9:00 a.m. Central Time in Room 400 of the Harry S Truman State Office Building in Jefferson City, Missouri.
- 1.2.2 All potential offerors are encouraged to participate in the Pre-Proposal Conference as it will be used as a forum for questions, communications, and discussions regarding the RFP. The offeror should become familiar with the RFP and develop all questions prior to the conference in order to ask questions and otherwise participate in the public communications regarding the RFP. Offerors should bring a copy of the RFP as it will be used as the agenda for the conference. Formal minutes of the conference will not be maintained.
- 1.2.3 Pre-Proposal Conference Special Accommodations - Offerors are strongly encouraged to advise the Division of Purchasing and Materials Management within five (5) working days of the scheduled pre-proposal conference of any special accommodations needed for personnel who will be attending the conference so that these accommodations can be made.

1.3 RFP Questions:

- 1.3.1 ***Questions and issues relating to the RFP must be directed to the buyer, Gary Eggen. It is preferred that questions be e-mailed to gary.eggen@oa.mo.gov and all questions should include a RFP paragraph or section reference.***
- 1.3.2 Questions intended to be discussed at the pre-proposal conference should be submitted at least two (2) business days prior to the conference so that a response may be provided at the conference, pending the state's ability to respond in the time frame allowed.
- 1.3.3 Questions and issues necessitating requirement changes or clarifications will result in an amendment to the RFP. As a result, some questions and issues may not result in a direct response to the inquiring vendor. In response to questions/issues that, at the sole discretion of the buyer, do **not** necessitate requirement changes or clarifications, the buyer may only respond to the asking party.
- 1.3.4 A continual listing of questions received from potential offerors up until the RFP closing date will be maintained on the DPMM website as a separate link to the RFP. Detailed answers to the questions shall not be provided on this document. Any questions that require a revision or clarification to the RFP requirements shall be accomplished as an amendment to the RFP. Vendor(s) name(s) shall not be disclosed on the document.
- 1.3.5 All questions and issues should be submitted no later than ten (10) calendar days prior to the due date of the proposals. If not received prior to ten days before the proposal due date, the Division of Purchasing

and Materials Management (DPMM) may not be able to fully research and consider the respective questions or issues.

1.4 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 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 The Patient Protection and Affordable Care Act (ACA), Public Law 111-148, changes the health coverage landscape in a number of fundamental ways, including through the development of Health Benefit Exchanges (Exchanges). The ACA further requires the establishment of a single integrated process to determine consumer eligibility for all coverage options and subsidies, including Medicaid and the Children's Health Insurance Program (CHIP), and to facilitate enrollment into coverage.
- 1.5.2 Since September 2010, Missouri has significantly advanced its planning for complying with requirements of the ACA. Missouri engaged in a number of planning and analysis activities in order to determine both the technical and business functions of the eligibility and enrollment platform and to identify opportunities to leverage current systems. Missouri's existing IT systems are built on technology ranging from 20-year old transaction-based systems operating on mainframes to three tier web-based systems. The overall outcome of these analyses was that no single system provides comprehensive coverage to meet technical requirements. To that end, Missouri has developed the following vision:
- a. Defer to the implementation of a federally facilitated exchange (FFE) while being prepared for other contingencies based on actions of the Missouri General Assembly as listed below:
 - 1) Contingency I – Share data systems development and the cost of such development with a State-Based Exchange (SBE) if directed to do so by action of the General Assembly;
 - 2) Contingency II – Collaborate with a Federal Partnership Exchange (FPE) by providing plan management and consumer assistance and any other required services to the FPE if directed to do so by the General Assembly; and
 - 3) Contingency III – Respond to requests from private, For-Profit exchanges to make Medicaid Qualified Health Plans (MQHPs) available on such private exchanges' web sites.
 - b. Develop a technology enabled, user-friendly, consumer-centric eligibility and enrollment process to leverage and integrate, as appropriate, existing administrative and technical infrastructure for the State's Medicaid and CHIP programs as well as for other human service programs administered by the Department of Social Services; and
 - c. Build the interfaces necessary to exchange information with the federally facilitated exchange, federal and state agencies and data hubs.
- 1.5.3 The Department of Social Services consulted with KPMG to review/determine Missouri's specific needs related to compliance with the ACA. Information regarding KPMG findings and recommendations can be viewed at the following website: <http://dss.mo.gov/dfas/purchasing/>
- 1.5.4 As a result of its review and analysis, the Department of Social Services has determined that the new system will be designed to replace the current eligibility and enrollment system. The goal is to serve a high proportion of Missourians seeking health coverage and financial support using as much automation and electronic verification as possible.

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- 1.5.5** *Through this RFP, Missouri is seeking an innovative, flexible, and interoperable solution for the design, development, and implementation of the eligibility and enrollment system. Solutions need to be flexible enough to adapt to changing policies and business rules, interoperate with external systems, take advantage of modern technologies, utilize best practices, and provide a first-class user experience.*
- a. *The state further desires to modernize MHD plan selection, enrollment, and premium collection processes by incorporating exchange-like functionalities into its health plan selection, health plan enrollment and health benefit coordination functionalities. The MHD currently utilizes Managed Care health plans to provide benefits for approximately half of the Missouri Medicaid participants. The participants can select from multiple Managed Care health plans depending on the county where they reside. This plan selection and enrollment function is currently managed through a State-hosted web portal and an Enrollment Broker service provided by the MHD Fiscal Agent. Some Medicaid participants are required to pay a premium or meet a spend-down requirement to become eligible for Medicaid coverage. The current eligibility system generates the invoices for premiums and spend-down and tracks payments made to determine eligibility.*
 - b. *The state agency will establish a Reengineering Workflow Work Team of key employees to map all current workflows related to programs that will be migrated to the solution provided by the contractor. The Work Team will leverage the workflows established by CMS and stored in the Medicaid State Collaborative Community on the CMS Collaborative Application Lifecycle Management Tool (CALT). The workflows will be adapted to fit the state agencies organizational model and case assignment/caseload management methodology.*
- 1.5.6** The State desires to build a modern eligibility and enrollment platform for use across multiple agencies of state government. The initial goal of the project is to modernize the medical assistance programs eligibility determination practices through business process design supported by an integrated “customer centric” eligibility determination and enrollment system. All medical assistance program eligibility cases will be supported by this integrated, customer-centric services model and the system will serve as the medical eligibility system of record for all users in need of consolidated, current, and historical medical assistance program eligibility information.

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- 1.5.7** In addition, the State is seeking a system solution that includes core functionality to allow for expanded use of the system to other eligibility programs and services. The system ***will need to be*** sufficiently flexible to accommodate a large number of programs and services, each with unique program-level requirements. ***Attachment #1 lists the programs and the implementation project in which each program is to be implemented.***
- 1.5.8** The State envisions a client service model that is “customer centric,” efficient, effective, and provides a customer friendly experience. Clients will be able to file applications for services or benefits through an online application process, as well as report changes and manage their benefit “accounts” online. Most required materials and verification documents will be scanned and stored electronically with the application. Whenever possible, verification of required information will be captured electronically through a web-based service. Workers or automated processes will review applications and send additional questions or request additional documentation electronically or through print media to communicate with customers. As a result, workers will be able to spend more time providing accurate determination of eligibility and high quality service and case management.
- 1.5.9** Funding for this project will include a variety of sources, including a cooperative agreement with the Center for Consumer Information and Insurance Oversight (CCIIO), Medicaid enhanced funding in accordance with proposed rule 42 CFR part 433, other state and federal funding sources in support of the human services programs and grants from private foundations.

- a. The state intends to utilize the Enhanced Federal Financial Participation for Medicaid Eligibility and Enrollment System available through December 31, 2015.

1.5.10 The mission of the Missouri Department of Social Services is to "maintain or improve the quality of life for Missouri citizens".

- a. The mission of the Family Support Division (FSD) is to maintain and strengthen Missouri families, helping people achieve an appropriate level of self-support and self-care through needs based services. The FSD is the primary state agency in Missouri responsible for determining eligibility for Missouri's Medicaid program, as well as other state assistance programs.
 - 1) The FSD administers the Food and Nutrition (Food Stamps) program. This program is a federal food assistance program that helps provide food assistance to eligible low-income families to provide a first line of defense against hunger and improve families' nutrition and health. Monthly allotments of Food Stamp benefits are issued and accessed using an Electronic Benefit Transfer (EBT) card. Additional program participation information is included in Attachment #1.
 - 2) The FSD administers the Temporary Assistance Program. This program provides cash assistance to families with dependent children, as well as short-term training and work services to enable adult household members to become employed and self sufficient. Additional program participation information is included in Attachment #1.
 - 3) The FSD administers a subsidized child care program. This program provides for the protection, care and developmental experiences of children, birth through thirteen (13) years of age, for a portion of the day, but less than twenty-four (24) hours. Care may be provided in the child's home, in the home of the caregiver, or in the child care facility. Additional program participation information is included in Attachment #1.
 - 4) Additional information regarding FSD can be found at <http://www.dss.mo.gov/fsd/>.
- b. The mission of the MO HealthNet Division (MHD) is to purchase and monitor health care services for low income and vulnerable Missouri citizens and to ensure those citizens have access to excellent health care in order to maximize their quality of life and independence. The MO HealthNet Division is the state agency with responsibility for administering the state Medicaid program which provides health insurance coverage for individuals and families whose income does not exceed maximums set by Federal and State regulation. Its purpose is to assist eligible aged, blind, disabled individuals, pregnant women, families, and/or children with the cost of medical care.
 - 1) Children's Health Insurance Program (CHIP): This program provides health insurance coverage for children whose household income does not exceed established limits set by Federal and State regulation. Children in household's whose income exceeds 150% FPL are required to pay a premium to receive coverage. Additional program participation information for MHD programs is included in Attachment #1.
 - 2) Additional information regarding the MO HealthNet Division can be found at <http://www.dss.mo.gov/mhd/>.

1.5.11 The Office of Administration, Information Technology Services Division (ITSD), is responsible for providing information technology services to executive branch departments. Enterprise Information Technology (EIT) is under the ITSD Deputy for Operations and consists of the State Data Center (SDC), networks and telecommunications, End-User Support (EUS), the Project Management Office (PMO), and the Information Security Management Office (ISMO). EIT is responsible for all information technology services (hardware, software, network infrastructure, etc.) except for application development and is

committed to providing the quality Information Technology (IT) services that customers need and want at the lowest possible cost.

- a. The SDC strives to maintain the most efficient, sustainable IT environment as possible. When possible the SDC leverages an existing private cloud and infrastructure services.
- b. Services provided by ITSD include:
 - 1) Backup and Recovery
 - 2) Database Administration
 - 3) Data Center Operations & Facilities
 - 4) Desktop Management
 - 5) Directory Services
 - 6) E-mail and Calendaring
 - 7) Mainframe Services
 - 8) Network – Data, Voice, and Video
 - 9) Project Oversight
 - 10) Security – Access, Identity & Threat Management
 - 11) Server Hosting (Physical and Virtual)
 - 12) Server Storage
 - 13) Service Desk
 - 14) Web Services
 - 15) Wide area network (WAN), including Internet
- c. Mainframe/Distributed Environment:
 - 1) The current mainframe environment is an IBM z/OS and it is located in the SDC.
 - 2) Four (4) IBM 4000 series printers with duplex capability are attached to the mainframe environment for high volume printing.
 - 3) The SDC currently supports AIX on PSeries based blades.
 - 4) The SDC provides Windows and Redhat Linux services primarily via virtual server utilizing VMWare hypervisor on blade technology.
 - 5) The current distributed environment has Intel-based servers located in the SDC. The state agency's standard server hardware platforms are IBM blade chassis using IBM blade servers. When feasible, the state agency uses server virtualization for distributed applications. Server virtualization is provided by the SDC. The virtual server technology currently in use is VMWare technology. Storage is provisioned to the distributed environment by the SDC via a multiple-tiered SAN.
 - 6) The state agency uses networked Lexmark and HP printers for normal volume printing.
- d. Backup, Restore and Disaster Recovery:
 - 1) Distributed based systems: The agency uses Tivoli Storage Manager (hereinafter may be referred to as TSM) to provide data level backup and restore capabilities for distributed systems. The agency uses Quest vRanger software to provide virtual machine (image) backup and restore capabilities for the virtual server environment. TSM and vRanger leverage EMC Data Domain for deduplication and, when necessary, replication to a secondary site.
 - 2) Mid-Tier based systems: The SDC uses electronic replication between a primary and secondary site. The secondary site is in a (warm) stand-by mode or it hosts test/dev environments. In the event of a disaster, production can be recovered over a test/dev environment.
- e. Workstations: Listed below are the minimum specifications for current agency personal computer purchases.
 - 1) CPU: Intel Core i5-2400 6M cache, 4 core Processor or higher
 - 2) Memory: 8GB DDR3 and minimum 4 slots on board
 - 3) Mouse: optical, scrolling
 - 4) Keyboard: PS/2 or USB style

- 5) Video: Integrated video capable of 1280 x 1024 resolution
- 6) Hard Disk: 250GB, SATA 6Gb/s 7200 RPM minimum
- 7) NIC: LAN on Motherboard (LOM) Integrated 10/100/1000 Ethernet, WOL
- 8) Optical Drive: DVD-RW minimum
- 9) Sound: Integrated
- 10) Speaker: Internal
- 11) Operating System: Microsoft Windows 7 Professional x64, current service pack, with media and the ability to downgrade.

f. Network:

- 1) Switched 100Mb Ethernet and Gigabit Ethernet Intra-office Backbone;
- 2) MPLS-based and broadband/VPN wide-area networking infrastructure;
- 3) TCP/IP;
- 4) Windows Workstations and Servers;
- 5) Active Directory;
- 6) Internet Explorer;
- 7) Cisco Routers, Switches, and Appliances;
- 8) Host-based IDS; and
- 9) Server and workstation-based anti-virus, anti-malware, and endpoint protection.

1.5.12 In order to maximize seamlessness and efficiency among affected programs, Missouri will implement a single eligibility and enrollment system. The new system will ultimately replace the current eligibility-determination systems and support Medicaid, CHIP, Exchange-based subsidy programs, Food Stamps, Temporary Assistance, Child Care, Low-Income Heating and Energy Assistance Program (LIHEAP), Refugee Assistance and other human services programs as required by the state agency.

1.5.13 The state is requesting proposals for a State-Hosted Solution (also referred to as Option A) and a Contractor-Hosted Solution (also referred to as Option B). Offerors may submit a proposal for either option, but are strongly encouraged to submit proposals for both options.

- a. If the requirements herein are not specifically annotated as related to a state-hosted or a contractor-hosted solution, the requirement shall apply to both options.

1.5.14 The terms “solution” and “system” are both used in the RFP to reference the overall solution required by the state. For the purposes of this RFP, the terms should be considered the same.

1.5.15 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.

2. FUNCTIONAL, TECHNICAL AND PERFORMANCE REQUIREMENTS

This section of the RFP includes requirements and provisions relating specifically to the functional, technical, and performance requirements of the state 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 General Requirements:

2.1.1 The contractor shall provide and implement a comprehensive, state-of-the-art automated human services eligibility, enrollment and case management system for the Department of Social Services, FSD, for use by DSS/FSD offices located throughout the State of Missouri, in accordance with the provisions and requirements stated herein.

- a. The system design should be integrated to the degree that it allows for:
 - 1) information to be shared across programs;
 - 2) shared eligibility determinations to be made across programs; and
 - 3) flexibility for work process to be specialized by program.

2.1.2 The contractor shall be responsible for providing:

- a. a complete software solution;
- b. all services required for successful implementation of the solution;
- c. all interfaces necessary between existing internal and external data systems;
- d. post-implementation support;
- e. maintenance upgrades to the solution; and
- f. mentoring of OA-ITSD staff through every phase of the System Development Lifecycle. ITSD staff will provide expertise on current systems and interfaces and must be integrated with the contractor's team responsible for interface work.

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2.1.3 ***The contractor shall execute three (3) projects to implement the eligibility and enrollment system.*** Attachment #1 lists each program and identifies the ***project*** in which the program is to be implemented and made operational.

- a. ***Project I:*** Medicaid Modified Adjusted Gross Income (MAGI) populations plus all interface requirements to share eligibility determination with a federally facilitated exchange;
- b. ***Project II:*** Medicaid non-MAGI populations; and
- c. ***Project III shall be done under the subsequent contract at the discretion of the state agency. Project III consists of four subprojects:***
 - 1) ***Project III-A -- Food Stamp Program: Missouri's Supplemental Nutrition Assistance Program provides food purchasing assistance with an electronic benefit card (EBT);***

- 2) ***Project III-B – Temporary Assistance (TA): Missouri’s cash assistance program for needy families with children so they can be cared for in their own home and reduce dependency by promoting job preparation, work and marriage;***
- 3) ***Project III-C -- Child Care Assistance Program: provides assistance with payment for child care on a sliding fee basis for eligible parents or guardians;***
- 4) ***Project III-D -- LIHEAP: provides financial assistance to help pay heating bills and includes the Energy Assistance/Regular Heating Program (EA) and the Energy Crisis Intervention Program (ECIP).***

PARAGRAPH REVISED BY AMENDMENT #001
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- 2.1.4 The contractor shall complete, implement and make operational ***Project I*** by October 1, 2013 and ***Project II*** by December 31, 2015. At the sole discretion of the state agency, the contractor shall implement and migrate the additional programs identified above in ***Project III*** to the new system. ***Project III implementation requirements and dates shall be established through the use of Project Assessment Quotations (PAQs). Project III shall be implemented concurrent to Project II and may be started during implementation of Project I. It is the expectation of the state that Project III be completed prior to December 31, 2015 since that is the deadline for receiving enhanced federal financial participation (EFP) for Project III.***
- a. ***The state reserves the right to extend any of the above project deadlines in the event that federal deadlines imposed upon the state are extended.***
- 2.1.5 The project must follow agile software development principles and practices, including early and continuous delivery of error-free, fully tested software, regular collaboration between business subject matter experts and developers, and iterative functionality reviews to ensure that the state agency business needs are met.
- a. The development process must also conform to federal requirements under the Exchange Life Cycle (ELC), support the State of Missouri through the Centers for Medicare and Medicaid Services (CMS) Gate Review process, and meet all project milestones described herein.
- b. In addition, the contractor must ensure that the system is able to support the functionality described in the architecture and process flow diagrams for the business processes in the Current Operating Environment, attached hereto as Attachment #2.
- 2.1.6 The contractor shall provide an integrated software component architecture consisting of the tools necessary to provide a web platform for developing, testing, and implementing the eligibility and enrollment system.
- a. License Grant: All software licensed in connection with the contractor’s solution shall include a grant to the State of Missouri of an unlimited enterprise-wide license, non-exclusive, irrevocable and unrestricted license(s) to use such software for use on its own behalf as well on behalf of its agency end users, consultants, agents, whether now existing or hereafter. The State shall further have the right to appoint third-party agents to utilize the contractor’s solution on its behalf as long as such third parties comport with the provisions of the licensing stated herein. The contractor shall grant the State of Missouri the right to use the software perpetually contingent upon payment of one-time license fees specified in Exhibit A.
- 1) There shall be no upgrade fee charges and no additional license fee charges for increasing the size and/or capacity of the CPUs on which the software is installed or operates on. There shall be no upgrade fee charges and no additional license fee charges for increasing the number of users. There shall be no limitations placed on the system with regards to the size/capacity of the record population in which the system shall encompass/utilize. NOTE: All components of

the system's "licensed software" shall be for the specific purpose of operating the system as described herein.

- 2) The State shall have the right to install/implement the contractor's software and web application(s) at any location, whether now existing or hereafter acquired. The State's authorized users shall have the right to access the solution from an unlimited number of client PCs. If a state-housed solution, the State shall also have the right to make backup copies of the contractor's software and web application(s) for operational backup and disaster recovery purposes.
- 3) Third Party Software: The contractor shall be responsible for the licensing of all third-party software utilized as part or in conjunction with the contractor's solution. The terms and conditions of such licenses shall be compatible with and compliant to the State of Missouri's terms and conditions expressed herein and the RFP's intended use of the solution and shall guarantee the continuous use of such third-party software by the State for the term of the final, definitive agreements.
- 4) All maintenance and technical support fees required in order to receive system updates (which include enhancements, corrections, modifications, system configuration, database maintenance, additions and later versions of the licensed product) and fixes to technical support problems/website errors shall be included in the license fees specified in Exhibit A. The State of Missouri understands that maintenance and/or technical support fees may be required monthly, quarterly, or annually, in order to receive software updates (which include enhancements, corrections, modifications, additions and later versions of the licensed product) and/or technical support. However, it remains the sole option of the state to purchase maintenance or to decline this service. If the state chooses to discontinue maintenance, the software would continue to be legally licensed for use.
- 5) Any language or provisions contained in any of the contractor's or third party's software and web application "shrinkwrap" or "clickwrap" licensing agreement(s) shall be of no force or effect and nonbinding if such language or provision conflict with the terms, conditions and provisions of the RFP. The terms, conditions and provisions of the RFP shall supersede and govern in the event of conflict with the language or provisions contained in any of the contractor's or third party's software and web application "shrinkwrap" or "clickwrap" licensing agreement(s).

2.1.7 The contractor shall follow the CMS ELC, including the ordering of phases, stage gates, and other reviews.

- a. The contractor shall supply all appropriate documentation to support the stage gate reviews to the state agency at least ten (10) business days prior to the deadline for the state agency to submit materials to CMS/CCIIO in advance of the scheduled review.
- b. The contractor shall plan for multiple reviews of each solution element and contract deliverable, as appropriate, to support the life-cycle activities for each agile sprint increment of work in accordance with the CMS process.
- c. The state agency will request approval by CMS through the Gate Review process for Project Startup Review, Architecture Review, and Project Baseline Review.
- d. The contractor shall create and/or update documents and deliverables required by CMS in support of ELC development for all Gate Reviews and consultations. Templates for these documents and more information about the ELC requirements can be found on the Collaborative Application Lifecycle Management Tool (CALT).

- e. The contractor shall schedule and plan a CMS Design Review stage gate review to gain approval of the recommended approach.

2.1.8 The contractor shall ensure its system and processes are in compliance with the applicable requirements specified in the documents listed below. These documents are available for review on the Internet at the websites listed in Attachment #3.

- a. CMS documents (the current version, if no version number is specified):
 - 1) Eligibility and Enrollment Blueprint - Exchange Business Architecture Supplement
 - 2) Plan Management Blueprint - Exchange Business Architecture Supplement
 - 3) Financial Management Blueprint - Exchange Business Architecture Supplement
 - 4) Guidance for Exchange and Medicaid IT Systems, version 2.0
 - 5) Medicaid and Exchange IT Architecture Guidance: Framework for Collaboration with State Grantees
 - 6) Exchange Reference Architecture Foundation Guidance
 - 7) Collaborative Environment and Life Cycle Governance - Exchange Reference Architecture Supplement
 - 8) Harmonized Security and Privacy Framework Exchange Technical Reference Architecture Supplement
 - 9) Other statutory and regulatory documents specified in Attachment #3.
- b. Rules promulgated by the federal government (CMS, IRS, etc) regarding state-based Medicaid eligibility and enrollment.
- c. The ACA.

2.1.9 The contractor's solution shall be compliant with the:

- a. Technical requirements identified in Attachment #4: and
- b. Business/Functional requirements identified in Attachment #5.

2.1.10 The contractor shall ensure its systems and processes meet the requirements for CMS certification. The contractor shall provide documentation to the state agency, as required, to demonstrate compliance with the requirements for certification.

2.1.11 The contractor shall perform all services to the sole satisfaction of the state agency.

2.2 Contractor and Staff Requirements:

2.2.1 The contractor must have:

- a. Demonstrated knowledge and experience with ACA requirements;
- b. Demonstrated experience in meeting the timelines imposed by the ACA;
- c. Demonstrated knowledge and experience in implementing the proposed Medicaid eligibility and enrollment systems solution in other states, including successful completion of the CMS preliminary design review and experience in implementation of the proposed solution.

2.2.2 The contractor shall provide sufficient, qualified personnel to support the implementation and operation of the system.

- 2.2.3 The state agency has identified key contractor staff functions required for and dedicated to the project, including, but not limited to, contractor staff with the qualifications and job responsibilities identified below.
- a. Project Manager: This position is responsible for day-to-day management operation and for the success and oversight of the project. The Project Manager should have a Bachelor's Degree in a relevant field of study, or a current Project Management Professional certification from the Project Management Institute, and a minimum of four years relevant experience.
 - b. Implementation Manager: This position is responsible for set-up and start-up activities until the system is fully operational. The Implementation Manager should have a Bachelor's Degree in a relevant field of study and a minimum of four years relevant experience.
 - c. System Manager: This position is the primary point of contact with State staff regarding system implementation, maintenance, and modification activities. The System Manager should have a Bachelor's Degree in a relevant field of study and a minimum of four years relevant experience.
 - d. Technical Specialist: This position is responsible for ensuring hardware and software compatibility with state systems and for continuous activity necessary to fulfill all requirements of the contract. The Technical Specialist should have a Bachelor's Degree in a relevant field of study and a minimum of four years relevant experience.
 - e. System Architect: This position is responsible for the design, maintenance, procedures, and architecture related to data, program applications, and systems documentation. The System Architect should have a Bachelor's Degree in a relevant field of study and a minimum of four years relevant experience.
 - f. Trainer: This position is responsible for ensuring that contractor personnel remain fully trained on all current policies and procedures. The Trainer should have a Bachelor's Degree in a relevant field of study and a minimum of four years relevant experience.
 - g. Quality Assurance Manager: This position is responsible for monitoring and reporting on the accuracy and quality of the services provided. The Quality Assurance Manager should have a Bachelor's Degree in a relevant field of study and a minimum of four years relevant experience.
 - h. Testing Manager: This position is responsible for overseeing all phases of testing. The Testing Manager should have a Bachelor's Degree in a relevant field of study and a minimum of four years relevant experience.
 - i. Database Administrator: This position is responsible for design and maintenance of the eligibility and enrollment system database(s). The Database Administrator should have a Bachelor's Degree in a relevant field of study and a minimum of four years relevant experience.
 - j. User Support Manager: This position is responsible for user support functions. The User Support Manager should have a Bachelor's Degree in a relevant field of study and a minimum of four years relevant experience.
 - k. Privacy/Compliance Manager: This position is the primary point of contact for all privacy compliance issues, including HIPAA. The Privacy/Compliance Manager should have a Bachelor's Degree in a relevant field of study and a minimum of four years relevant experience.
 - l. Business Analyst: This position is responsible for analyzing the operations of a department or functional unit with the purpose of developing a general systems solution to the problem that may or may not require automation. This position will also serve as a liaison among stakeholders in order to understand the structure, policies, and operations of an organization, and to recommend solutions

that enable the organization to achieve its goals. The Business Analyst should have a Bachelor's Degree in a relevant field of study and a minimum of four years relevant experience.

- m. Rules Engine Specialist: This position is responsible for harvesting rules from rules engines, translating business and technical requirements or code into rules, creating and modifying rules, creating and executing test cases for new and modified rules, documenting rule changes, and evaluating rules engine solutions. The Rules Engine Specialist should have a Bachelor's Degree in a relevant field of study and a minimum of four years relevant experience.
- n. Subject Matter Expert: This position is responsible for providing knowledge and guidance in the areas of Medicaid eligibility, healthcare and health information technology. This position must be knowledgeable of healthcare laws and regulations; be skilled in the application of health information technologies; provide guidance in the definition of business requirements and the design of health information technology solutions; provide guidance for the definition of a vision and strategic direction; educate project teams on best practices; lead teams and workgroups towards completion of project tasks; build and maintain relationships with project stakeholders and teams; and/or develop and review documentation as required to meet the requirements of the contract. The Subject Matter Expert should have a Bachelor's degree in a relevant field of study and a minimum of four years relevant experience.

2.2.4 The contractor must provide office space, equipment and software necessary to successfully implement the solution and transfer operations to State staff.

- a. The contractor shall secure and maintain a modern, secure facility in Jefferson City at a location approved by the state agency. The contractor's key staff must be able to work out of the contractor's Jefferson City office and be available as needed to assist Missouri project staff during the project. If any of the activities are approved by the State to be performed off-site, then the contractor must provide toll-free communications with the State staff to conduct business operations. Travel of State staff to other locations must not be required.
- b. The contractor shall be responsible for all costs associated with its Jefferson City facility, including all necessary equipment and installation costs and all ongoing operational costs.
- c. The contractor shall provide access to its Jefferson City office during regular business hours and any previously agreed upon special hours to each state or federal employee or contractor designated by the State.
- d. In order to allow the ability to maintain collaborative efforts and efficient productivity of all individuals assigned to the project, the contractor shall ensure adequate space is available for State staff and/or other third party contracted vendor staff to conduct business related to the project.
- e. The contractor shall supply adequate meeting room facilities to accommodate its key staff, State staff assigned to the project, and other third party contracted vendor staff (including the PMO and IV&V vendor) assigned to the project for regular status and strategy meetings.
- f. The contractor's Jefferson City facility must have adequate free, lined parking spaces for all of its employees, plus additional parking capacity to accommodate State staff and other contracted staff, plus occasional extra parking spaces for visitors attending meetings.
- g. The contractor's Jefferson City facility must be equipped with wireless internet access, easily accessed by state and third party contractor vendor staff.

2.2.5 The State of Missouri's agreement to the contract is predicated in part on the utilization of the specific individual(s) identified in the proposal. Therefore, the contractor agrees that no substitution of such specific individual(s) and/or staff qualifications shall be made without the prior written approval of the

state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and 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 approval of a substitution will not be unreasonably withheld.

2.3 Contractor Services:

- 2.3.1 The contractor shall provide all necessary services to fully implement the solution and to integrate the solution with other components of the state's eligibility and enrollment and case management system.
- 2.3.2 The contractor shall build all interfaces required to successfully operate the solution, including interfaces internal to state agency systems and interfaces external to state agency systems.
- 2.3.3 If the contractor hosts the solution, the contractor shall maintain, support and operate the solution until migration to the state's data center is completed and accepted by the state.

PARAGRAPH REVISED BY AMENDMENT #001
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- 2.3.4 If the state hosts the solution, the contractor shall coordinate with the SDC and, with the exception of the hardware environment, shall maintain, support and operate the solution until **Project I** is completed and accepted by the state. The contractor shall transition operation of the solution to the state after the state accepts **Project I**.

PARAGRAPH REVISED BY AMENDMENT #001 (including subparagraphs)
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- 2.3.5 The contractor shall iteratively migrate the Medicaid and Human Services eligibility system from the State's legacy eligibility systems to the new eligibility system.
 - a. By October 1, 2013, the contractor shall complete **Project I**, MAGI implementation for Medicaid.
 - b. By December 31, 2015, the contractor shall complete **Project II**, Medicaid non-MAGI implementation, in accordance with the state agency approved project schedule.
 - c. At the sole discretion of the state agency, the contractor shall implement and migrate **Project III** applications including **Food Stamps, Temporary Assistance, Child Care Assistance, LIHEAP** and any other human services programs required by the state agency. **Project III implementation requirements and dates shall be established through the use of Project Assessment Quotations (PAQs). Project III shall be implemented concurrent to Project II and may be started during implementation of Project I. It is the expectation of the state that Project III be completed prior to December 31, 2015.**
 - d. **The state reserves the right to extend any of the above project deadlines in the event that federal deadlines imposed upon the state are extended.**
- 2.3.6 The contractor, in developing processes related to the transfer of medical records between providers and payers, shall comply with protocols established by Missouri Health Connection related to the electronic transfer of such records and data.
- 2.3.7 Business rules developed for the Missouri eligibility and enrollment system must be shareable with other states or the federal government, and must be made available through CMS' Collaborative Application Life-Cycle Tool (CALT).

2.4 Project Management:

- 2.4.1 The Project Management methodology for this project shall follow the guidelines, rules, characteristics and standards for project management as defined by the Project Management Institute (PMI)

www.pmi.org. The Guide to the Project Management Body of Knowledge (PMBOK Guide) must be followed and adhered to throughout the entire life cycle of the project.

- 2.4.2 The Project Management structure for the project will consist of several Project Managers; each representing an entity or organization involved in the project but all working together as a team to ensure the successful development and implementation of the project within scope and budget.
- 2.4.3 The project management team shall include contractor staff, state agency Project Managers from FSD and MHD, an ITSD Project Manager, and other project managers that may be required during the course of the project.
- 2.4.4 Independent Program Management Office (PMO) Contractor: The State intends to employ the services of an independent Program Management Office (PMO) contractor to ensure this project is conducted in a disciplined, well-managed and consistent manner and the efforts of the State and the contractor are coordinated and aligned. The PMO will be responsible for ensuring the delivery of quality products which are produced on time, within budget and accomplish the stated business objectives.
- a. The contractor shall work side-by-side with PMO contractor and state staff to create a positive and productive interaction among all project stakeholders and to produce a greater flow of critical information between all parties.
 - 1) The PMO shall establish the processes for planning and communication, availability of techniques and tools that support management processes, and culture that values cooperation, teamwork and planning.
 - 2) The PMO shall have general responsibilities as well as responsibilities for all project phases – Initiating, Planning, Project Start-Up, Project Execution and Close Out. Tasks shall include, but are not limited to, managing scope, schedule, budget, human resources, communications, risk and quality.
 - b. The contractor shall accept and implement direction provided by the PMO on behalf of the State.
 - c. The State intends to utilize Project Assessment Quotations (PAQs) via the state's existing Health Information Technology (HIT) and/or Consulting Services Contract to acquire PMO services.
- 2.4.5 Independent Verification and Validation (IV&V) Contractor: In accordance with 45 CFR Part 95.626, the State intends to employ the services of an Independent Verification and Validation (IV&V) Contractor as a third-party quality assurance measure for this project.
- a. The IV&V contractor will be responsible for:
 - 1) establishing the appropriate quality control for the management of this project independent of the Eligibility and Enrollment system implementation efforts;
 - 2) verifying that all project goals and objectives are met, a sound project management methodology is employed, and quality standards for project management processes and project artifacts are met; and
 - 3) ensuring that the Eligibility and Enrollment system, as implemented, meets the current and planned needs of the State.
 - b. The contractor shall:
 - 1) ensure appropriate project management methodologies are employed;
 - 2) respond to concerns and issues presented by the IV&V contractor and take appropriate corrective action; and
 - 3) respond to comments issued by the IV&V contractor on project artifacts.
 - c. The State intends to utilize Project Assessment Quotations (PAQs) via the state's existing Health Information Technology (HIT) and/or Information Technology (IT) consulting services contracts to

acquire IV&V services. Note: In the event that one of the contractors under the state's HIT or IT consulting services contracts is engaged as contractor or subcontractor for the services required herein, such HIT or IT consulting services contractor will be ineligible to provide any such IV&V services referenced herein.

2.4.6 The Contractor Project Manager (CPM) will have overall responsibility for the contractor project activities and will ultimately be responsible for the delivery of the project/product to the State.

- a. The CPM will be available for meetings with the state agency's management, as required.
- b. CPM responsibilities and activities shall include, but are not limited to:
 - 1) project planning;
 - 2) contract management and compliance;
 - 3) contract team management;
 - 4) status reporting;
 - 5) risks management;
 - 6) issue/problem management;
 - 7) milestone, schedule and budget management;
 - 8) change control management;
 - 9) quality assurance and quality control;
 - 10) sub-contract management if required;
 - 11) resource (staff, hardware, software) management;
 - 12) constant project monitoring and review;
 - 13) document management; and
 - 14) project metrics management.

2.4.7 The contractor shall include ITSD/state agency staff in every phase of the project (i.e. analysis, design, development, testing, and implementation). ITSD/state agency staff shall be involved in gathering and defining requirements, development and approval of design, coding and unit testing, integration and system testing. The state agency has identified ITSD/state agency staff functions dedicated to the project, including, but not limited to, the staff with the job responsibilities identified below.

- a. ITSD shall provide a Project Manager to work with the Contractor Project Manager.
- b. ITSD shall provide an Implementation Manager to work with the Contractor Implementation Manager.
- c. ITSD shall provide Technical Architects to work with the Contractor Technical Architect.
- d. ITSD shall provide a Software Development Trainer to work with the Contractor Trainer.
- e. ITSD shall provide a Quality Assurance Manager to work with the Contractor Quality Assurance Manager.
- f. ITSD shall provide system and integration testers to work with the Contractor testing team.
- g. State agency will be responsible for providing insight into the state's business model and processes and oversight of the project as it relates to the state's business model and processes.

2.4.8 ITSD Assistance and Contributions: ITSD staff will work directly with contractor staff and business teams to develop strategies and design specifications that will provide optimal performance, usability and effectiveness of customer facing interfaces and applications.

- a. ITSD staff will provide substantial experience in linking business needs, financial objectives, and technical expertise with good design aesthetics and an outstanding user experience. Tasks that ITSD staff will assist and contribute to include, but are not limited to the following:
 - 1) Assist with the definition, development, and integration of interfaces, applications, batch processes, and business processes.
 - 2) Assist with the specifications, development, integration and testing of technical solutions that meet the needs of the business and its customers.
 - 3) Assist with security and access control of these systems.
 - 4) Provide high quality solutions that maximize system availability and protect the data within them.
 - 5) Provide expert Income Maintenance and FAMIS-centric IT consultancy services to customers, teams, and contract staff.
 - 6) Design and develop innovative and effective transaction interfaces for both new and existing interfaces, applications, and services.
 - 7) Define and substantiate product usability and navigation, using mockups, prototypes, user flows, and detailed design specification documents to define and communicate interface concepts and requirements, ensuring consistency and ease of use for customers.
 - 8) Collaborate with managers, designers, engineers, and cross-functional business teams.
 - 9) Assist in setting objectives, run test sessions, interpret results and review findings.
 - 10) Conduct analysis and assessment; translate user research findings into design decisions.
 - 11) Create detailed design specifications; apply modular and systematic approaches to user experience design.
 - 12) Ensure that all relevant policies and procedures are followed at all times (including third party providers).
 - 13) Ensure the stability of the service/software and that possible configuration issues are dealt with efficiently and professionally.
 - 14) Ensure that all solutions are documented and that the documentation is maintained in order to enable effective support and further development.
 - 15) Provide project management and project oversight of consultants and contracted projects.
 - 16) Assist with definition, development and input of business rules into rules engine.

2.4.9 The contractor shall create a Change Management Plan that describes the processes for review, impact assessment, and approval of proposed changes, and how they will be integrated into the project plan.

- a. The Change Management Plan must address processes during implementation and operational phases of the project and shall be subject to state agency review and approval.

2.4.10 The contractor shall be proactive in notifying the state agency of any developing situation that may impact operations, system interoperability, scheduled deadlines, or any other contractual issue.

- a. In the case of a known impending problem, the contractor shall notify the state agency within forty-eight (48) hours, and identify potential solutions to address the risks and to identify mitigation strategies.
- b. The contractor shall identify, document, track, and correct issues that impact risk on cost, timelines, and service delivery.
- c. In addition, the contractor shall recognize recurring problems and inefficiencies, address procedural issues, and contain, mitigate, or reduce the impact of problems that occur.
- d. The contractor shall provide assistance to the state agency in explanation of reports on problem resolution and root cause analysis of problems.

2.4.11 The contractor shall hold regular weekly meetings to review pending and past changes, problems and actions taken within the prior week, and actions that will occur within the next four (4) weeks.

- a. Two (2) days prior to the scheduled weekly meeting, the contractor shall, unless otherwise notified by the project team, provide the project team with status reports.

2.4.12 The contractor's Project Manager and technical experts shall identify and present any improvements, enhancements and/or changes being made to the appropriate change management and advisory boards, and shall receive approval from the authorized or appropriate entity before implementation.

2.5 Solution Functional Requirements:

2.5.1 The contractor shall provide a Commercial Off-The-Shelf (COTS) solution that can be configured to support eligibility determination for all state agency human service programs identified herein. For purposes of this RFP, a COTS solution is defined a Commercial Off-the-Shelf software product that must be:

- a. Used to meet the ACA requirements for eligibility and enrollment and case management systems without significant modification;
- b. Licensed and utilized by multiple governmental entities;
- c. Commercially acquired from a third party; and
- d. Applied as a common solution throughout all required human service applications.

2.5.2 The COTS solution must include core functionality to allow for expanded use of the system to other eligibility programs and services and must be sufficiently flexible to accommodate a large number of programs and services, each with unique program-level requirements.

2.5.3 The COTS solution must have configurable application modules and domain modules (enterprise framework) and/or open source modules that need minimal customization and must meet the needs of the business functions (e.g. Business Rules Engine, Workflow, imaging, etc.) for all required human service applications.

- a. For purposes of this RFP the following definitions shall apply
 - 1) Configurable: Configurable shall mean that installation-specific changes can be incorporated into the solution with the solution's tools, including a rules engine, rather than modifying the solution's program code.
 - 2) Customization: Customization shall mean that installation-specific changes can be incorporated only by modifying the solution's program code.

2.5.4 The contractor shall provide a solution that is being implemented in another state and that has successfully completed the CMS Preliminary Design Review.

- a. The contractor shall collaborate with the state agency to establish formal relationships with another state or states where the solution is being implemented to facilitate the maximum transfer of artifacts that will expedite implementation of the Missouri system. The contractor and the state shall jointly manage such relationships.
- b. The contractor shall maintain a current list of all other entities utilizing the Eligibility and Enrollment system, including a point of contact for each entity, throughout the duration of the contract.

2.5.5 The contractor shall provide a solution that is reusable, at least in part, by other states and includes specific opportunities to reuse functional components, operational capacities, or business rules from:

- a. Other states, including early Innovator states; and

b. The federal government.

2.5.6 The solution must support the business processes and implement the core business processes as defined in the Exchange Architecture Blueprint documents and other sources of guidance promulgated by the federal government, identified herein as Attachment #3. Such guidance documents shall include, but are not limited to the list below.

- a. Eligibility and Enrollment Exchange Business Architecture Supplement
- b. Plan Management Exchange Business Architecture Supplement
- c. Financial Management Exchange Business Architecture Supplement
- d. Guidance for Exchange and Medicaid IT Systems, versions 1.0 and 2.0
- e. Medicaid and Exchange IT Architecture Guidance: Framework for Collaboration with State Grantees
- f. Exchange Reference Architecture Foundation Guidance
- g. Collaborative Environment and Life Cycle Governance
- h. Exchange Reference Architecture Supplement
- i. Harmonized Security and Privacy Framework
- j. Exchange TRA Supplement

PARAGRAPH REVISED BY AMENDMENT #001 (including subparagraphs)
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2.5.7 The contractor shall provide a solution that meets all mandatory Missouri eligibility and enrollment system requirements ***including plan selection, enrollment, and premium collections for Medicaid participants***, and is consistent with the standards and requirements herein. The solution must include the general functions listed below:

- a. Enrollment Process;
- b. Applications and Notices;
- c. Health Insurance Premium Payment (HIPP) Determination and Program Management;
- d. Integration of Call Center Operations;
- e. Integration of Mail Operations to include document management;
- f. Adjudications of Appeals;
- g. Outreach and Education for stakeholders, and Assistors;***
- h. Plan Comparison;
- i. Plan Enrollment;
- j. Premium support payments to assist with enrolling Medicaid beneficiaries in health plans offered through an exchange or private insurance market where it is cost effective for Medicaid;

- k. Plan management;
- l. Coordination of benefits;
- m. Determination of eligibility for Medicaid and federal subsidies;
- n. Premium collection and payment of premium to health plans; **and**
- o. Assessment of potential eligibility for other insurance affordability programs, Advanced Premium Tax Credit or enrollment in a Qualified Health Plan on the Federally-Facilitated Exchange.***

2.5.8 The solution must include, at a minimum, the specific major functional components listed below:

- a. Presumptive Eligibility for pregnant women;
- b. Presumptive Eligibility for children;
- c. Registration;
- d. Determine Eligibility;
- e. Caseload Management;
- f. Case Review Quality Assurance;
- g. Cost Avoidance and Recovery;
- h. Incorrect Benefits and Collections;
- i. Hearings and Appeals;
- j. Presumptive Medical Disability Determination (PMDD);
- k. Outreach and Notifications;
- l. Workflow;
- m. High Level Client Index and Inquiry;
- n. Document Imaging;
- o. Policy Management;
- p. Public Self-Service Portal;
- q. Self Assessment;
- r. Application Intake;
- s. Changes to Beneficiary Information;
- t. Performance Management; and
- u. Audit Trail.

2.5.9 The solution must be compliant with:

- a. the Seven Conditions and Standards for eligibility for enhanced funding contained in the CMS Medicaid IT Supplement, MITS-11-01-v1.0, released in April 2011;
- b. the eligibility-related sections of the CMS MITA 2.0 Framework; and
- c. the MITA 3.0 or any forthcoming framework.

2.5.10 The solution must:

- a. Be fully compliant with the applicable requirements of the ACA, including, but not limited to sections 1301 through 2201;
- b. Be in use or in development in another state to update that state's eligibility and enrollment and case management systems and acquired through a process approved by CMS and must have been deemed eligible by CMS for participation in its enhanced match rate for upgrading Medicaid eligibility and enrollment systems;
- c. Meet MMIS certification requirements, as applicable;
- d. Meet CMS certification requirements.

2.5.11 The solution must be 100% configurable for the purpose of meeting the MAGI requirements included in Attachment #5 and should be 85% configured out of the box.

PARAGRAPH REVISED BY AMENDMENT #001

2.5.12 The solution must limit customization (10% or less) for implementation of **Project II** requirements included in Attachment #5.

PARAGRAPH REVISED BY AMENDMENT #001

2.5.13 The solution should limit customization to no more than twenty percent (20%) for other state agency human service applications (**Project III**).

2.5.14 The solution must:

- a. Accept applications online, in person, by mail, or by telephone;
- b. Be available in a paperless format, available to applicants twenty-four (24) hours per day, seven (7) days per week;
- c. Provide real-time eligibility determination;
- d. Be transparent and seamless to the applicant; and
- e. Maximize the applicant's ability to complete the application process without additional assistance.

2.5.15 The solution must:

- a. Allow families to apply for and potentially receive eligibility across multiple programs and to enroll in a common health plan for children and adults in the family;
- b. Support enhanced HIPP determinations that will encourage all family members to enroll in an employer-sponsored plan;

- c. Allow individuals to apply for and potentially receive eligibility across multiple programs and to enroll in a health plan; and
- d. Allow those individuals who are determined not eligible for Medicaid to seamlessly switch over to a health insurance exchange operating in the State of Missouri to purchase private health insurance with or without a tax subsidy.

2.5.16 The solution must incorporate an online portal for individuals and families to determine eligibility for Medicaid, financial assistance, and other programs.

PARAGRAPH REVISED BY AMENDMENT #001

- a. For **Project I**, the solution must support eligibility determination and enrollment for MAGI-based programs including Medicaid/CHIP. ***Enrollment includes plan selection, enrollment, and premium collection for Medicaid participants.***
- b. The solution must also interoperate with the health insurance exchange that will be operated in or on behalf of Missouri.

2.6 Data Management and Storage Requirements:

2.6.1 Contractor Hosted Solution: If the contractor hosts the solution:

- a. The contractor shall utilize cloud technologies.
- b. The contractor shall:
 - 1) Conduct a walk-through of the Data Center Site Plan with the State;
 - 2) Submit the Data Center Site Plan deliverable for State review;
 - 3) Revise the deliverable, if necessary, based on comments from the State review;
 - 4) Prepare and submit the finalized Data Center Site Plan deliverable for State approval;
 - 5) Update the Data Center Site Plan as needed.
- c. The hardware shall be located in the continental United States; not offshore or in any foreign country.
- d. Adequate data center office space shall be provided for operations and/or remote operations staff and other applicable support staff.
- e. Adequate primary and backup power and HVAC capacity shall be provided.
- f. The contractor shall provide hardware, software, maintenance and management of all hosting sites. Detailed hosting requirements may be found in the Technical Requirements, Attachment 4.

PARAGRAPH REVISED BY AMENDMENT #001

- g. After **Project III** and at the discretion of the State, the contractor shall migrate the solution to the Missouri State Data Center (SDC) located in the Harry s Truman State Office Building, 301 West High Street, Jefferson City, Missouri.

2.6.2 In the event the state hosts the solution, it shall be hosted in the Missouri SDC.

2.6.3 The contractor shall ensure that data management is compliant with requirements of the RFP, standards, and federal and state regulations.

2.6.4 The contractor shall coordinate data management with the Office of Administration, Information Technology Services Division (ITSD). Information regarding ITSD, the SDC, and other systems requirements is listed below.

2.6.5 Software Purchases:

- a. All software provided by the contractor must be the current version available and must be approved by the ITSD prior to acquisition.
- b. The contractor shall provide all system software required for optimal system performance and management.

2.6.6 If the contractor hosts the solution, the contractor shall have sole responsibility for the requisite hardware environments until the solution is migrated to the SDC and accepted. If the state hosts the solution, the contractor shall not have any responsibility for server hardware installation and operations except for hardware unique to the contractor's solution.

2.6.7 If the state hosts the solution, installation of the software listed in Attachment 7 shall be the responsibility of the ITSD. However, the contractor shall be responsible for providing assistance with the software installations in order to ensure that the software's installation and configuration options support optimal system performance. Installation of required software not listed in Attachment 7 shall be the responsibility of the contractor. Additionally, installation of software not listed in Attachment 7 shall also include knowledge transfer to ITSD staff to ensure ITSD staff could perform future upgrades and installations of the software without contractor assistance.

2.6.8 Software Versions:

- a. In the event the contractor's solution has a browser-based internal client, it must be compatible with the current version (N) or the previous current version (N-1) of Internet Explorer and Safari. The public portal must be compatible with use by N or N-1 versions of the top three browsers by installed base.
- b. All software products required for the solution must conform to agency version standards, which is either N or N-1.
- c. When fully implemented, the solution must utilize current versions of software and an upgrade path must be kept in place to ensure that the versions are never older than N-1.

2.6.9 Architecture:

- a. The solution must operate as part of, and be integrated with, the existing state agency environment.
- b. The solution must operate with the current SDC architecture.
- c. All variances from the Missouri Enterprise Architecture Standards must be approved by the ITSD Client Services Manager for the agency in conjunction with other ITSD senior management. Missouri Enterprise Architecture Standards may be found at <http://oa.mo.gov/itsd/cio/enterprisearch.htm>.
- d. The contractor must implement a solution based upon an architecture that uses industry standards such as web services for communications and integration with other environments and has the ability to integrate or interface with legacy and other software applications.
- e. The solution must comply with the Missouri Information Technology Accessibility Standard (<http://oa.mo.gov/itsd/cio/standards/ITGS0003.pdf>).

2.6.10 Active Directory:

- a. The agency is a member of a multi-agency Microsoft Active Directory forest with multiple domains. Top-level forest and domain administration is done by the State Data Center. Organizational Unit (hereinafter may be referred to as *OU*)-level administration is done by the SDC. In the event the state hosts the solution, the solution must be compatible with this model and must not require authorities or permissions outside of the agency's top level OU.
- b. In the event the state hosts the solution, the solution must operate with the state's consolidated Microsoft Active Directory. It must also abide by the standards set forth for that environment which are subject to change by the ITSD.

2.6.11 Database:

- a. The solution must use a relational database management system providing referential integrity and two-phase commit. The system must use the following or later versions: Oracle 11g, Microsoft SQL Server 2008 R2 64-bit, or IBM DB2 LUW 9.7. If Microsoft SQL Server is used, it must use Windows Authentication for the application ID; Mixed-Mode Authentication is not supported.
- b. The contractor shall supply the database group with the logical and physical data models of the system and the associated data dictionary.
 - 1) The database group must have full access to the database including the data dictionary.

2.6.12 API Compliance: The contractor shall provide full data access API, e.g., ODBC, OLE DB, XML, compliance.

2.6.13 Web Server: The state agency uses IIS, IHS and Apache as web server platforms. The solution must be able to operate on one of these platforms.

2.6.14 Print Services:

- a. The solution shall meet the following requirements, if Z/OS based:
 - 1) The solution must be able to convert spooled print jobs into IBM's Advanced Function Printing (hereinafter may be referred to as *AFP*) document format and route the documents to the mainframe system for printing on high volume printers.
 - 2) The solution must be able to create files that can be transferred to the mainframe so that a mainframe batch print job can be created and run against those files.
 - 3) The solution must support internal users printing to a typical network printer, e.g., ad hoc and other report printing, and correspondence.

2.6.15 Backup, Restore and Disaster Recovery:

- a. In the event the solution is hosted by the state, the disaster recovery (DR) site for the solution shall be the SDC's disaster recovery site in Springfield, Missouri.
- b. All software licenses must permit the agency to run the software in the disaster recovery environment.
- c. The specifics regarding the sizing of the DR environment shall be mutually agreed to during the development of a disaster recovery plan; however, the expected maximum shall be for the environment to mirror the production environment.
- d. The contractor must provide a disaster recovery plan to the state within ninety (90) days of contract award. The disaster recovery plan must outline the programs and files for disaster recovery backup, timeframes for creation of those files and the length of time files will be maintained and offsite storage and recovery arrangements.
 - 1) The disaster recovery plan shall be subject to state approval.

- e. The contractor shall provide all customizations required to recover the solution at the secondary site, and accomplish a successful disaster recovery of the production solution at the secondary site prior to the solution going “live.” The contractor shall resolve all issues and ensure full operational status at the secondary site.

2.6.16 Workstations: The State of Missouri is in the process of modernizing their desktop/applications delivery mode. Therefore, the contractor's solution/system should also run on a VMware View managed virtual desktop.

2.6.17 Network:

- a. If the State hosts the solution, the contractor shall not be required to provide any network components, i.e., switches, routers, firewalls, cabling, nor shall the contractor have any responsibility for network operations at a State location. However, the contractor shall be responsible for all network components at all contractor sites and the circuits that are needed to connect to the state hosted solution.
- b. All services/solutions shall be integrated into the current SDC Network Operations Center to provide monitoring and alert notification services.
- c. The contractor must ensure that any public portal integrates into and is compatible with the agency's network topology. Additionally, the contractor must ensure that the solution interoperates with Cisco security appliances and Citrix NetScaler network load balancer in order to maintain a consistent infrastructure.
- d. If the contractor hosts the solution, the contractor shall provide a network interface between the contractor's system and the State's primary data center in Jefferson City (SDC) and the disaster recovery site in Springfield, Missouri. The interfaces shall be one of the following:
 - 1) A dedicated leased line circuit that directly connects the contractor's facility to the State's mainframe system. If a dedicated leased line is chosen, the contractor shall be responsible for:
 - ☐ Ordering it and coordinating the installation on both ends of the connection
 - ☐ The one-time installation charges and ongoing monthly circuit costs. The circuit bandwidth must be T1 or greater
 - ☐ Providing the appropriate network equipment, e.g., routers, and configuring, administering, and maintaining that equipment
 - ☐ Implementing a firewall between its private network and the connection to the State's network
 - ☐ Procurement and maintenance of all site preparations, electrical wiring, telecommunication lines, hardware and software to connect their facility to the state's mainframe system, including any new or upgraded hardware and software on the State's premises required to make the network interfaces function properly, and any hardware and software required to perform the services required by the RFP except where otherwise specified.
 - 2) A secure Virtual Private Network (VPN) tunnel that traverses the Internet to the State's firewall and VPN concentrator. If a secure VPN tunnel is chosen:
 - ☐ This connection shall be subject to the security policies and procedures of the state.
 - ☐ The contractor may charge the telecommunications network vendors a reasonable flat monthly fee for the data line connection to the contractors' data center(s). However, the contractor shall not in any manner base this fee upon transaction volume. The contractor shall have a connection to the Internet of sufficient bandwidth that will allow 1) Daily data transfers to occur in each direction (to and from the State's system) in less than one hour and 2) Consistent end-user response time of three seconds or less

- The contractor shall be responsible for procurement and ongoing maintenance for file transfer product Connect:Direct from Sterling Software. This software is available for all computing platforms and is the State's standard file transfer software. The State's mainframe system is currently running the MVS Version 04 Release 03 level of the product. The contractor shall purchase the most current version of the product that is available for general release. The contractor shall be responsible for setting up the processes in the software to allow the daily data transfers to occur to the state system.
 - The contractor shall make the necessary changes to all appropriate communication software on the contractor's system to allow the state terminal access and any other accesses required. The state will be responsible for all software changes in the SDC. The state shall be responsible for providing and installing terminals to be used by the state at its facilities. The contractor shall install modems and all necessary telecommunications lines between the SDC and the contractor's data center(s).
- 3) The leased line circuit and the secure VPN tunnel shall be of sufficient capacity to support consistent end-user response and data transfers. It would be acceptable for the vendor to use leased lines for primary connections and extranet (VPN) connections for the disaster recovery site.
- 4) The contractor shall monitor all communication lines twenty-four (24) hours a day, seven (7) days per week for technical problems and for any bottleneck effects of incoming traffic.
- 5) If using VPN connectivity, the contractor shall specify expected bandwidth and latency requirements in order to ensure the state maintains sufficient Internet bandwidth to support the application.
- 6) The contractor shall indicate which workloads (customer transactions – daytime, data transfers – off-hours defined) would require time-of-day performance considerations.
- e. All network hardware and software specifications shall be compliant with state-supported standards.
- f. All agreements established between the contractor and any telecommunications network vendors must receive prior state approval.
- g. The contractor shall keep any information passing through its network confidential.

2.6.18 Multiple Environments:

- a. The contractor shall work closely with the ITSD to plan and design all technical environments required for the project including all project and production environments, and related network configuration.
- b. Other than development, all regions must be representative of the production environment, e.g., all software must be installed and at the same version and kept current as the project progresses. Also, all regions must be logically independent and activities must be able to occur in any or all regions simultaneously.

2.6.19 Knowledge Transfer and Training:

- a. The contractor must provide knowledge transfer services that shall ensure that the agency has knowledgeable system administrators and other technical personnel sufficient to operate and maintain the solution independently. While creative solutions are welcomed, a key requirement for success in this area shall be the acquisition of skills via ITSD participation in producing key functional and technical deliverables, including software modifications, under the supervision and instruction of experienced contractor personnel. While formal training shall form part of the overall

mix of training services required to educate ITSD personnel, it shall not fully satisfy the knowledge transfer requirement. A more complete knowledge transfer approach that supplements training with carefully selected hands-on experience during the project shall also be required.

- b. The goal of the technical training is to train the ITSD staff so they can operate, support, configure, tune, backup and recover, and maintain the solution post-implementation. The contractor must provide operational training to the ITSD staff including:
 - 1) Basic operation and troubleshooting;
 - 2) Preventive maintenance;
 - 3) Customization of set-up features;
 - 4) Creation of internal and external user logins;
 - 5) Setting of access privileges;
 - 6) Scheduling of jobs;
 - 7) Job dependencies;
 - 8) Failure and restore procedures for each job and the system;
 - 9) Communication procedures;
 - 10) Procedures for stopping and starting components of the system;
 - 11) Database administration;
 - 12) Application maintenance;
 - 13) System performance tuning;
 - 14) Interface maintenance;
 - 15) Application support; and
 - 16) Any other training reasonably necessary to support the system.

2.6.20 Documentation:

- a. The contractor shall provide system, technical, and internal and external user documentation that fully documents each element, screen, and report. The documentation shall include, but is not limited to:
 - 1) Security administration guide - In order to delegate selected security maintenance tasks and responsibilities to a restricted number of agency employees, the contractor must develop a comprehensive security guide tailored to meet agency objectives. The contractor must prepare a guide that combines general reference information with agency specific procedures to assist security administrators in performing their duties. In the event the solution is hosted by the contractor and upon migration of the solution to the SDC, the contractor must provide an updated or revised security administration guide pursuant to these requirements to reflect revisions necessary as a result of the migration.
 - 2) Disaster recovery guide - The contractor must develop a guide to be used in a disaster recovery situation. This guide must document the steps and procedures to be followed and the components to be moved in case a disaster situation forces offsite recovery of the system. This guide must document the assumptions the contractor makes about the state's existing disaster recovery plan, the state's existing disaster recovery capacity, and the state's desired recovery time objectives and recovery point objectives. The contractor must develop this guide in conjunction with the agency and must include several options to reflect and address the assumptions being made. In the event the solution is hosted by the contractor and upon migration of the solution to the SDC, the contractor must provide an updated or revised disaster recovery guide pursuant to these requirements to reflect revisions necessary as a result of the migration.
 - 3) Operations documentation - The contractor must develop complete operations documentation. The operations documentation must include overviews of the application, system structure, processing, interfaces, reports, and correspondence. The operations documentation must include any required periodic maintenance tasks. The operations documentation must also describe the overall batch or background process schedule, including dependencies, sequencing, and timing. In the event the solution is hosted by the contractor and upon migration of the solution to the SDC, the contractor must provide updated or revised operations

documentation pursuant to these requirements to reflect revisions necessary as a result of the migration.

- 4) Technical documentation - The contractor must produce complete system documentation that documents the application software and its architecture as it is implemented at the agency, e.g., application architecture, installation, configuration, operations, backup and recovery, diagnostics and security, for all COTS and third-party software products implemented. In the event the solution is hosted by the contractor and upon migration of the solution to the SDC, the contractor must provide updated or revised technical documentation pursuant to these requirements to reflect revisions necessary as a result of the migration.
- 5) Workstation installation procedures and automated installation tools - If there are any workstation-based components to any of the software products and solutions, the contractor must provide the agency with a set of documented procedures, and automated deployment and installation scripts for use with the agency's software distribution tools. These scripts and procedures must enable agency staff to independently install and connect additional workstations.

b. System Documentation:

- 1) Each system manual must be a complete guide to the performance of all activities associated with a particular function. The manuals must progressively describe, in narrative fashion, each step involved in performing the activities. The manual for each function must be organized by discrete activity and shall contain a comprehensive table of contents and a comprehensive index to direct readers to proper procedures for each activity.
- 2) The contractor must provide all commercial documentation for software provided by the contractor.
- 3) The contractor must provide documentation for system updates through new documentation versions, not addendums.
- 4) No software products shall be accepted without the proper system documentation meeting the requirements of this section.

c. Technical Documentation:

- 1) The system must be delivered with full technical documentation.
- 2) With input from the state agency, the contractor must provide complete operational documentation for the system, including run schedules, job dependencies, failure and restore procedures for each job, communications procedures, procedures for stopping and starting components of the transactional system, and any other documentation reasonably necessary to use and support the system.

2.6.21 System Performance:

a. System Availability:

- 1) The contractor shall implement a solution that is available twenty-four (24) hours per day, seven (7) days per week except for agency-approved scheduled downtime for maintenance and backups.
- 2) The contractor's solution shall provide the minimum sustained level of availability of ninety-nine and ninety-five hundredths percent (99.95%) in any thirty (30) consecutive-day period except for agency-approved, scheduled downtime for maintenance and backups. This level of availability applies only to services for which the contractor is responsible. Availability shall be calculated by dividing the total number of minutes the system was operational, in service, and available for access by internal and external users, by the total number of minutes in thirty (30) consecutive days. An availability level of ninety-nine and nine-tenths percent (99.9%) means that the internal and external users may be out of service no more than 43.2 minutes or 2,592 seconds in any thirty (30) consecutive day period.

b. Internal User Response Time:

- 1) Except for processes specified by the contractor, the online response time from the time the internal user enters or transmits data to the time they receive the appropriate response, e.g., a screen refresh, should be under one (1) second, excluding network time. Non-operational complex queries are not included in this metric. Response time must be measured using a testing tool and best practices. The system must mark input and output times, and localized processing.
- c. System Response Time:
 - 1) Localized transaction processing against operational data should complete in less than one (1) second, excluding network time. Response time must be measured using a testing tool and best practices. Non-operational complex queries are not included in this metric.
 - 2) Data transmissions between different system components (non-localized transaction processing) should take into account the underlying network infrastructure to ensure timely processing. System functions that require large data uploads from a client, or large data transfers between system components, should be written so that lower network bandwidth or larger network latencies minimally impact processing. For example, using bulk data insert statements instead of inserting data one row at a time.
 - 3) The solution should prioritize real-time transactions over background and batch transactions within system workload management when both background initiated transactions and online transactions are executing concurrently.
- d. System Volumes:
 - 1) Volume Analysis - The contractor should analyze current system volumes and ensure the solution accommodates business transaction levels based upon the results. The solution, including its programs, database, hardware systems, and software systems, must be able to retain its initial performance levels when adding additional internal and external users, functions, and data.
 - 2) Transaction volumes - The solution, excluding hardware, must be configured to accommodate a ten percent (10%) annual growth in the volume of transactions processed. Solution hardware must be architected to accommodate ten percent (10%) annual growth during the first five (5) years of the contract. If the annual growth during the first five (5) years exceeds ten percent (10%), growth in transactions, internal and external users, functions, and data must be supported by growth in hardware. After the first five (5) years, growth in transactions, internal and external users, functions, and data must be supported by growth in hardware.
 - 3) Peak Processing - For solution transaction volumes, the contractor must configure the solution to provide for peak processing. Processes must be able to run concurrently with real-time processes without delaying unrelated real-time processes.
- e. Performance Reviews and Monitoring:
 - 1) Stress Testing - The contractor must conduct a stress-test on the solution, and prepare and submit a stress-test report demonstrating the results of the test that include the transaction volumes achieved. These tests must be performed for each of the system implementation phases. The acceptance testing process must allow the ITSD to verify the contractor's performance claims prior to the implementation of a phase and the complete solution.
- f. Performance Testing and System Tuning:
 - 1) The contractor shall conduct onsite performance testing and system tuning for the solution prior to commencing live operations and at a preliminary point in the project sufficiently in advance of the implementation date to allow reasonable tuning. If the solution is state-hosted, these tasks must be coordinated and performed with state system programmers, database administrators, application development staff, and technical support staff. The agency recognizes that performance testing and tuning activities may be necessary at several stages in the process. For example, tuning could take place after the software installation, prior to production migrations and during initial production operations. Modifications to the application software may be necessary to meet the state's unique requirements. If

modifications are made to the application software, the contractor must review and make adjustments to ensure acceptable performance.

2.7 Solution Interface Requirements:

PARAGRAPH REVISED BY AMENDMENT #001

- 2.7.1 The Eligibility and Enrollment System shall interface with state, federal and third party systems as described in Attachment #4, Section 12- "Eligibility & Enrollment Systems Interfaces." ***Section 12 of the attachment also identifies the interfaces to be implemented in Project I and in Project II.***
- 2.7.2 A complete list of current interfaces including a description of each interface's function and the technology it is built on is provided in Attachment #8. All interfaces that are not replaced through new processes and functionality shall be used in the Eligibility and Enrollment System. Additional interfaces not listed may be necessary to fulfill state and federal requirements in the system.

PARAGRAPH REVISED BY AMENDMENT #001

- 2.7.3 During **Project I** implementation, the contractor shall provide **the** system interfaces **listed below**. (**Note: Attachment #8 contains the complete list of existing interfaces; Attachment #4 Section 12 identifies which interfaces from Attachment #8 will be needed in Project I and Project II. Any interface listed below that does not have a reference to Attachment #8 does not currently exist and must be created as a requirement of Project I).**
- a. SAM II (state accounting system);
 - b. the Department of Insurance, Financial Institutions and Professional Registration (DIFP) system to facilitate the selection of Qualified Health Plans that will accept Medicaid beneficiaries. Such health plans shall be identified as Medicaid Qualified Health Plans (MQHP) for purposes of Medicaid beneficiaries selecting health benefit plans;
 - c. the DSS Common Client Area, the DSS departmental client numbering system. The Departmental Client Number (DCN) is used by multiple agencies and also serves as the Medicaid number. There are multiple interfaces between the Eligibility & Enrollment System that must be accommodated (Interface #'s F-1.1 through F-1.3 in Attachment 8);
 - d. The federal Data Services Hub for IRS, Homeland Security, and Social Security Administration data;
 - e. the Federally-facilitated Exchange;
 - f. the Family Assistance Management Information System (FAMIS) which is the agency's legacy eligibility system;
 - g. Income Maintenance System;
 - h. the Missouri Automated Child Support System (MACSS) (Interface #'s F-2.2, F-2.3.1 and F-2.3.2 in Attachment 8);
 - i. the Missouri Department of Health & Senior Services, Bureau of Vital Statistics System (Interface # F-7.4 in Attachment 8);
 - j. the Missouri Department of Labor & Industrial Relations, Division of Employment Security for state wage data, unemployment insurance data, and new hires information-(Interface #'s F-8.1 and F-8.2 in Attachment 8);
 - k. the Missouri Department of Revenue (Interface #F-10.1 in Attachment 8);

- l. the Medicaid Management Information System (MMIS) via MO HealthNet Systems (Interface #'s F-13.1.1 and F-13.1.2 in Attachment 8);
- m. all of the DSS eligibility systems including Youth Services, Family Assistance Management Information System, Income Maintenance and the Family and Children Electronic System (Interface # F-14.1 in Attachment 8);
- n. the Managed Care Enrollment Broker system (Interface # F-15.1 in Attachment 8);
- o. Accounts Receivable/Premiums Collection Agent via MO HealthNet Systems (Interface # F-16.1 in Attachment 8);
- p. the MO HealthNet Systems for data about clients that failed to pay premiums (Interface # M-9.2.1);
- q. the Third Party Liability system via MO HealthNet Systems (Interface #'s F-16.2 and M-9.1.1 in Attachment 8);
- r. the Health Insurance Payment Program system via MO HealthNet System (Interface #'s F-16.3, F-16.4.1 and F-16.4.2, M-9.12.1, M-9.12.2 in Attachment 8);
- s. the Family and Children Electronic System (FACES –Missouri's child welfare system) (Interface #'s F-21.1, F-21.2, F-21.3.1, F-21.4, F-21.5, F-21.6, F-21.7, F-21.8.8, and F-21.9 in Attachment 8);
- t. the Division of Youth Services system (Interface #'s F-22.1.1, F-22.1.2, F-22.1.3 and F-22.1.4 in Attachment 8);
- u. the Missouri Department of Mental Health's CIMOR system via MO HealthNet Systems (Interface #F-23.1 in Attachment 8);
- v. the Public Assistance Reporting System (PARIS);
- w. the Missouri Lottery Commission (Interface # F-9.1 in Attachment 8);
- x. the Social Security Administration (Interface #'s F-19.1.1, F-19.1.2, F-19.1.3 F-19.2, F-19.3, F-19.4 and F-19.5 in Attachment 8
- y. a real time interface that allows other State systems to retrieve BENDEX and SDX information stored in the system. (Interface #F-19.5 in Attachment 8);
- z. the Missouri Department of Health & Senior Services to obtain real-time verification of birth;
- aa. the ITSD Payroll System (Interface # F-28.1 in Attachment 8);
- bb. the Missouri Kidney Program to provide eligibility and Spend Down data (Interface # F-11.1 in Attachment 8);
- cc. the MMIS via MO HealthNet systems provided the Eligibility & Enrollment System assumes premium invoicing functions. (Interface # M-15.19.1 in Attachment 8);
- dd. Missouri Department of Corrections data;
- ee. external entities; for example a health plan or other third party system for Medicaid managed fee for service claims processing, etc.,);

- ff. Missouri Department of Health and Senior Services data including real time updates of eligibility to the WIC system (Interface # F-7.2 in Attachment 8);
- gg. Birth data from Missouri's Department of Health and Senior Services or alternatively from the national Electronic Verification of Vital Events (EVVE) system;
- hh. death data from the Missouri Department of Health and Senior Services (Interface # M-4.8.1 in Attachment 8);
- ii. Missouri Department of Revenue, Division of Motor Vehicles, and
- jj. other entities to exchange data, as necessary.

PARAGRAPH REVISED BY AMENDMENT #001
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- 2.7.4 During **Project II** implementation, the contractor shall provide the additional interfaces identified below that will be required for **Project II**, implementation of the non-MAGI Medicaid programs, generally comprising Medicaid for the Aged, Blind and Disabled programs. The contractor is advised that some of the interfaces implemented for **Project I** may need to be modified to accommodate exchange of data related to the additional programs implemented in **Project II**.
- a. Department of Health and Senior Services to exchange data for Case Compass, the DHSS nursing home system, and the Central Office Medical Review Unit (Interface #'s F-7.1.1, F-7.1.2 and F-7.3 in Attachment 8);
 - b. the Missouri Kidney Program to provide Medical Assistance Spend Down data (Interface # F-11.2 in Attachment 8);
 - c. the MO HealthNet Division's Pharmacy and Clinical Services (MO Rx Program) (Interface # F-12.1 in Attachment 8);]
 - d. the MO HealthNet Division Buy-in Unit (Interface #'s F-12.1., F-12.1.2, F-12.2.2 and F-12.2.3 in Attachment 8);
 - e. the MO Health Net Division TEFRA Unit (Interface # F-12.3 in Attachment 8);
 - f. the MO HealthNet Systems to access nursing home vendor information provided through the MMIS fiscal agent (Interface #'s F-16.5, M-9.11.1, M-9.14.1 and M-9.16.1 in Attachment 8);
 - g. the MO HealthNet Systems to provide eligibility data to generate the Medicare Modernization Act – Part D Pharmacy file (Interface # F-17.0 in Attachment 8);
 - h. the Internal Revenue Service via DSS Interfaces for income and 1099 data (Interfaces F-18.1.1, F-18.1.2 and F-18.2 in Attachment 8);
 - i. the Missouri Department of Mental Health to provide Medical Assistance Spend Down information (Interface #F-23.3 in Attachment 8);
 - j. the ITSD payroll system (Interface #'s F-28.1, F-28.2, F-28.3, F-28.4, F-28.5 and F-28.6 in Attachment 8);
 - k. the MO HealthNet system to provide data related to hospice (Interface # M-9.6.1 in Attachment 8);
 - l. the MO HealthNet system to provide MA Spend Down action data (Interface M-9.8.1 in Attachment 8);

- m. the MO HealthNet system to provide managed care participation data (Interface # M-9.15.1 in Attachment 8);
- n. the MO HealthNet system to provide MA Spend Down lock-in data (Interface # M-9.17.1 in Attachment 8);
- o. the MO HealthNet system to provide address and pay county data (Interface #'s M-9.13.1 and M-9.13.2 in Attachment 8);
- p. the MO HealthNet system to provide dual eligible data (Interface # M-11.14.1 in Attachment 8);
- q. the Centers for Medicare and Medicaid Services to receive federal QMB data (Interface # I-3.1.1 in Attachment 8); and
- r. other entities to exchange data, as necessary.

2.7.5 The contractor shall migrate functionality from the state agency's legacy system to the contractor's solution in a manner that ensures that the state agency's legacy system continues to operate correctly.

2.8 Client End User Functionality:

- 2.8.1 The contractor shall provide a web-based user interface for the eligibility and enrollment system application, covering pre-screening, application, eligibility determination, plan selection, and enrollment. The application must provide a best-in-class user experience to attract and empower large numbers of eligible consumers to successfully enroll in and retain coverage.
- 2.8.2 The contractor shall utilize a design architecture for the User Interface that ensures an easy-to-navigate, self-guided, user-friendly customer experience for the end user. Such design architecture must be prior approved by the state agency.
 - a. Enroll UX 2014 is an example of a currently approved design architecture.
 - b. The contractor shall conduct usability testing and outreach with internal and external stakeholders to ensure that the final product meets the needs and expectations of the diverse user base.
- 2.8.3 The contractor shall ensure that the eligibility and enrollment system provides, at a minimum, the end user the ability to access information and assistance, and apply for health coverage, through multiple channels.
- 2.8.4 All end user access options must connect with a standardized, web-based system to evaluate the individual's eligibility for coverage through qualified health plans through an Exchange (with or without Advance Premium Tax Credits and cost-sharing reductions), Medicaid, or SHOP.
- 2.8.5 The end user views must be streamlined and secure, and provide an interactive customer experience that will maximize automation and real-time adjudication while protecting privacy and personally identifiable information.
- 2.8.6 Applicants will answer a defined and limited set of questions to begin the process and must be supported by navigation tools that provide additional information based on individual preferences or answers.
- 2.8.7 The application must allow an individual to accept or decline screening for financial assistance, and tailor the rest of the eligibility and enrollment process accordingly.
- 2.8.8 The end user must be able to validate, correct or update information submitted on applications.

- 2.8.9 The system must be able to provide individuals information about their accounts and the ability to update their own information.
- 2.8.10 Outside of the eligibility determination process, the end user must be able to have the option to anonymously complete a short prescreening tool to assess whether they are likely to qualify for coverage, subsidies, or exemptions from the individual mandate.
- a. End users who use the anonymous pre-screening tool must be able to enter the eligibility determination process without having to re-enter information.
- 2.8.11 Individuals must also be able to apply for assistance by phone, by mail, or in person.
- a. The Client End-User Interface must also be compliant with applicable ADA accessibility requirements.
 - b. As applicable, the contractor shall integrate phone assistance with the state agency call center.

2.9 Reporting Capabilities:

- 2.9.1 The contractor's solution shall provide a robust, comprehensive suite of standard reports to meet federal and other reporting requirements, including, but are not limited to, caseload detail, current eligibility, enrollment, and production reports.
- a. For informational purposes only, an inventory of current reports utilized by the state agency is attached hereto as Attachment #9.

PARAGRAPH REVISED BY AMENDMENT #001
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- b. *The contractor shall work with the state agency to identify standard reports required by the state agency that are not already included in the contractor's suite of standard reports.*

PARAGRAPH REVISED BY AMENDMENT #001 (including subparagraphs)
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- 2.9.2 The contractor shall provide a user-friendly ad hoc reporting system that allows the user to create their own reports, as required. The ad hoc reporting system should be available through a web-based reporting tool. ***Examples of such systems include COGNOS or Crystal reports.***
- 2.9.3 The contractor shall ensure seamless reporting of historical and current data from the new system and the state agency's legacy system(s).

2.10 Implementation Requirements:

- 2.10.1 Initial Implementation: Within five (5) business days of notification of the state agency to proceed with services, the contractor shall conduct a program startup review orientation meeting for the state project team. The contractor shall present information including, but are not limited to, the following:
- a. Management Approach - Including project assumptions and constraints and the overall approach to project management.
 - b. Project Work Plan: Including the comprehensive methodology for implementing the eligibility and enrollment System in a phased approach and detailed project schedule. The project plan shall include work activity descriptions, work activity dependencies, work activity durations, milestones, resources, and deliverables for each near and long-term phase, and identification of the critical path.
 - c. Staffing Approach: Including the roles, responsibilities, and allocations of each resource assigned to the effort, the approach to transitioning staff between each life cycle phase; and the approach to estimating levels of resources required.

- d. Communication Approach: Including the methodology for communicating status, issues, and risks to Missouri stakeholders.
- e. Risk Management Approach: Including the process, methods, tools, and resources that will be applied to the project for risk management. The information presented must describe how risks will be identified and analyzed, the basis for prioritizing risks, how risk responses will be developed and implemented, and how the success of those responses will be measured.
- f. Configuration Management Approach: Including the responsibilities and authorities for accomplishing identified configuration management activities performed during the project's life cycle and coordination with other project activities.

PARAGRAPH DELETED BY AMENDMENT #001 (including subparagraphs)
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2.10.2 (Paragraph and subparagraphs deleted)

2.10.3 Systems Testing: The contractor shall define, create, manage, update/reload, and administer test data sufficient to ensure successful results for all test activities.

- a. The contractor shall conduct the following verification and tests:
 - 1) Unit tests: Verification of individual hardware or software units or groups of related items prior to integration of those items;
 - 2) Integration tests: Verification that the assembled individual components function properly as a group; and
 - 3) System tests: Verification that the software groups work and required hardware/network infrastructure work well as a whole.
- b. The contractor shall conduct system testing in the hosting environment. System testing shall include the following activities to ensure that the application meets all requirements and expectations:
 - 1) Functional tests: Verification that the system meets documented requirements;
 - 2) Interface tests: Verification that the system interacts with external applications according to specifications;
 - 3) Regression tests: Verification that changes do not adversely affect existing functionality;
 - 4) Parallel tests: Verification of the results of a new application baseline against the results of a production version to ensure that the new version functions as intended;
 - 5) Performance and load tests: Verification that the system performs under a particular workload to demonstrate that the system meets performance criteria including, but not limited to, developing scripts for load, stress, endurance, and spike testing.
- c. The contractor shall collaborate with the state agency and state agency designated contractors for functional validation. Functional validation shall include, but is not limited to, the following:
 - 1) Activities to ensure that the application meets the customer needs and accomplishes the intended purpose;
 - 2) User Acceptance Testing (UAT) that will allow end users to validate that the system delivers the requested functionality and will accomplish its business objectives. UAT shall include consultation with stakeholders, community members, consumer advocates, health insurance issuers, and small employers as the system's functionality and user experience are developed; and
 - 3) CMS certification checklists, including validation that the solution meets the system objectives and review criteria stated in the related CMS certification requirements.
- d. The contractor shall provide testing results documentation to the state agency for cases tested.
 - 1) The contractor shall collaborate with the state agency to ensure that adequate test cases and test scripts are developed.

- 2) The contractor shall establish test cases, in terms of inputs, expected results, and evaluation criteria, test procedures, and test data for testing the software.
- 3) The contractor shall submit a draft and final Test Case Specifications to the state agency.
- e. The contractor shall provide all testing and quality control processes necessary to ensure its products and services meet the requirements of the Enterprise System Development (ESD) Indefinite Delivery Indefinite Quantity (IDIQ).
- f. The contractor shall demonstrate successful testing and validation of all major and minor releases prior to completing implementation, including unit and integration testing of all functional deliverables, as well as comprehensive system testing.

PARAGRAPH REVISED BY AMENDMENT #001 (including subparagraphs)
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2.10.4 Training: *The contractor shall provide all training necessary to ensure successful implementation and operation of the new system. By no later than thirty (30) days prior to the rollout of each Project , the contractor shall provide all training necessary to state agency and OA-ITSD staff to ensure successful implementation and operations of the new system, including training on the administrative functions associated with the COTS solution provided.*

- a. *The contractor shall utilize a "Train the Trainer" approach to deliver training to state agency and OA-ITSD staff. Training will be required for approximately seventy (70) state agency staff and approximately thirty (30) OA-ITSD staff.*
- b. *The contractor shall develop all training materials and manuals necessary and shall maintain and update all written training materials through the life of the contract.*
- c. *The contractor shall provide training plans and training materials to the state agency for review, feedback, comments, and approval at least thirty (30) days prior to delivery of a training session. The state agency project team will provide oversight, guidance and approval of all training materials.*
 - 1) *The contractor shall supply master copies of all training materials, including quick reference guides for each training module, and train all users in the features of the system relevant to their job functions through the roll-out.*
 - 2) *The contractor shall provide the state agency with an electronic version of all materials, and ensure that they are kept current to the production release for the duration of the contract.*
 - 3) *The contractor shall provide the state agency with copy and distribution rights to all training materials created for the Eligibility and Enrollment system.*
- d. *The contractor should utilize a variety of delivery methods to best meet the training objectives, including, but not limited to, computer-based training, classroom lectures, written material, and demonstrations.*
- e. *The contractor shall coordinate all scheduling activities with the state agency.*

2.11 Quality Control & Risk Management:

- 2.11.1 The contractor shall develop and maintain a Quality Control Plan that defines the contractor's approach, processes, and procedures for ensuring the quality and reliability of its products and services. Within forty-five (45) days of award, the contractor shall submit the Quality Control Plan to the state agency for review and approval.
 - a. The Quality Control Plan shall provide a systematic and structured process for the state agency to evaluate the services the contractor will provide, including, but not limited to, processes, methods, metrics, customer satisfaction surveys, service level agreements, and operational level agreements.

- b. The state agency will utilize the results of applying the Quality Control Plan to document the contractor's quality assurance performance.
 - c. The contractor shall present interim in-process reviews and shall support technical quality audits by the state agency.
- 2.11.2 The contractor shall develop and maintain a Risk Management Plan. The plan should, at a minimum, identify all risks, categories, impact, priority, mitigation response strategies, and status and include a risk assessment matrix.
- a. Within thirty (30) days of award, the contractor shall submit the draft Risk Management Plan to the state agency project team for review and approval
 - b. The contractor shall incorporate any state agency project team comments and submit the final Risk Management Plan within five (5) working days.
 - c. The contractor shall update the plan:
 - 1) as necessary;
 - 2) at least monthly; and/or
 - 3) at the specific request of the state agency.
 - d. The contractor shall also create and maintain a Risk Register for the purposes of reporting to CMS.

2.12 Software/Hardware:

- 2.12.1 The contractor shall develop, document, and maintain software license management procedures that meet the State of Missouri requirements and adhere to state-defined policies.
- 2.12.2 The contractor shall create and maintain a configuration management document and provide it as requested by the State.
- 2.12.3 The contractor shall leverage existing state resources and assets where possible, utilizing previous software agreements, licenses, or enterprise services/tools.
- a. The state agency reserves the right to purchase software licenses and software maintenance directly, if determined to be in the best interest of the state.
- 2.12.4 The contractor shall provide all necessary software licenses to allow a sufficient number and locations of users to support the operational requirements of the system.
- 2.12.5 The contractor shall develop and maintain inventory of all software licenses. The contractor shall manage and maintain (e.g., monitor, track status, verify, audit, perform contract compliance, renew, reassign) all software licenses and media through the software license life cycle.
- 2.12.6 The contractor shall coordinate software license and maintenance agreement reviews and warranties, allowing at least 180 calendar days for renewal activities before expiration.
- 2.12.7 The contractor shall provide the state agency with reports and recommendations to use in making software acquisition and discontinuance decisions.
- 2.12.8 The contractor shall provide recommendations regarding the purchase of additional license capacity, and shall recommend alternatives, or curtail usage where necessary and appropriate to restore or to continue to maintain license compliance.

- 2.12.9 The contractor shall provide software updates through the duration of the contract to ensure the solution remains compliant with federal requirements.
- 2.12.10 For the contractor hosted solution, the contractor shall develop and maintain inventory of all hardware, warranties, and hardware maintenance agreements. The contractor shall manage and maintain (e.g., monitor, track status, verify, audit, perform contract compliance, renew, reassign) all warranties and hardware maintenance agreements.

2.13 Documentation:

- 2.13.1 The contractor shall provide system/solution documentation to the state agency in accordance with the requirements stated herein.

PARAGRAPH REVISED BY AMENDMENT #001
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- 2.13.2 The contractor shall develop, maintain, electronically store, print, and distribute Eligibility and Enrollment system documentation, and provide one electronic copy to the state agency within sixty (60) calendar days prior to the end of each *project*.
- a. All Eligibility and Enrollment system documentation shall be maintained online, with access by authorized personnel from the state agency.
- 2.13.3 The contractor shall provide documentation that is organized in a format that facilitates updates and allows any revisions to be clearly identified.
- a. The contractor shall provide version control for all documentation to maintain historical document archives.
- 2.13.4 The contractor shall include system, program, and application narratives in its documentation. Narratives should be written in a manner that they are understandable by persons not trained in data processing.
- 2.13.5 The contractor shall provide documentation that includes, but is not limited to:
- a. screen layouts; report layouts, and data output definitions, including examples and content definitions;
- b. facsimiles or reproductions of all reports generated by the modules;
- c. instructions for requesting reports shall be presented with samples of input documents and/or screens;
- d. data model charts and descriptions;
- e. metadata source, descriptions, parameters, and usage; and
- f. file descriptions and record layouts, with reference to data element numbers, for all files, including intermediate and work files.
- 2.13.6 The contractor shall provide documented code. Code documentation shall contain:
- a. Module name and numeric identification;
- b. Module narrative;
- c. Module flow, identifying each program, input, output, & file;

- d. Job streams within each module, identifying programs, inputs and outputs, control, job stream flow, operating procedures, and error and recovery procedures; and
- e. Name and description of input documents, example of documents, and description of fields or data elements on the document.

2.13.7 The contractor shall provide documentation that includes application documentation, release notes, data structures, entity relationship diagrams (ERD's), physical and logical data models, network diagrams, operations manuals, user manuals, training manuals, electronic data interchange (EDI) companion guides, business rules, and all other documentation appropriate to the Eligibility and Enrollment platforms, operating systems, and programming languages.

2.13.8 The contractor shall prepare user manuals for each business area/system component. User manuals shall be made available online, for continual reference by state agency and other designated staff.

2.13.9 The contractor shall develop user documentation that:

- a. is written and organized so that users that are not data processing professionals can learn to access and interpret screens;
- b. provides a base document upon which user training materials may be built; and
- c. is consistent with abbreviations throughout the documentation.

2.14 System Warranty/Maintenance:

PARAGRAPH REVISED BY AMENDMENT #001

2.14.1 Upon completion and acceptance of each respective **Project (Project I / Project II)**, the contractor shall provide a 180 calendar day warranty period for the respective **project** in which the contractor will support the solution at no additional cost to the state and provide all necessary technical support, updates and fixes necessary to operate the solution in the manner prescribed.

2.14.2 Upon expiration of the warranty, the contractor shall provide a fee-based annual maintenance program to include all technical support, updates and fixes necessary to operate the solution in the manner prescribed.

2.15 System Maintenance Requirements:

2.15.1 The contractor shall provide the state agency with a dependable and stable maintenance strategy that supports the requirements listed in Attachment #4, Section A, Subsection 14, "Maintenance and Availability".

PARAGRAPH REVISED BY AMENDMENT #001

2.15.2 The contractor shall develop a comprehensive system maintenance plan. ***The maintenance plan shall be submitted to the state agency for review*** and approval and must, at a minimum:

- a. ensure the contractor's solution continually meets federal and state requirements;
- b. accommodate new legislation and evolving regulations, processes, architecture and standards; and
- c. provide regular and periodic maintenance to the COTS solution on a semi-annual basis or on a schedule agreed upon by the state.

2.15.3 The contractor shall provide a maintenance methodology in which their base software is revised based upon the ongoing and collective needs of the entities that utilize the solution. The goal is to ensure that

using entities' "customizations" that accommodate "global" needs become an integral part of the COTS application.

- a. The contractor shall identify and provide a point-of-contact for all other entities utilizing the solution. The contractor shall ensure this list is kept current during the contract duration.
- b. The contractor should organize and administer a user group made up of entities utilizing the solution for the purposes of identifying and prioritizing areas where the solution should be revised for the common good of the users and to conform to continuing federal government revisions to their regulations and procedures.

2.16 Project Assessment Quotation Process (PAQ):

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- 2.16.1 Project Assessment Quotations: For any service work requested by the agency, the contractor shall understand and agree the state agency shall utilize the Project Assessment Quotation (PAQ) as a means (1) to identify the specific tasks to be performed and (2) to mutually agree upon the total price to be paid to the contractor upon completion of the specified tasks. Services requested will primarily be for development, configuration and/or implementation of **Project** III requirements. However, the state agency reserves the right to request PAQ services for other services needed.
- 2.16.2 The PAQ process shall occur in a controlled sequence of proposals and approvals by the agency's designated Project Director as outlined below. The contractor shall understand and agree that the general protocol for PAQ workflow shall be as described below:
 - a. **STEP 1: PAQ REQUEST**
The agency's designated Project Director will present a written request for each PAQ to the contractor, in a standard format. The agency's request must explain the scope of the project and the tasks the agency desires the contractor to perform, including applicable business and technical specifications. Information technology related PAQs require approval of the Office of Administration, Information Technology Services Division (ITSD).
 - b. **STEP 2: DRAFT PAQ**
The contractor must respond (within a prescribed number of days mutually agreed upon by the state agency and the contractor) to each such PAQ request from the agency's designated Project Director with a draft PAQ which provides a statement of cost (based upon the hourly/daily rates specified on the pricing pages) and time, technical and strategic alternatives, and solution recommendations.
 - c. **STEP 3: APPROVAL OF DRAFT PAQ**
If the draft PAQ is approved by the agency's designated Project Director, the contractor must then prepare a final PAQ for resubmission to the agency's designated Project Director for final approval.
 - d. **STEP 4: FINAL PAQ**
The contractor's final PAQ must include:
 - 1) contract number;
 - 2) state agency name/address
 - 3) state agency designated project director name and phone number
 - 4) contractor contact name and phone number
 - 5) brief title of specific PAQ
 - 6) final PAQ issue date
 - 7) a detailed itemization and description of all of the project tasks which shall be completed by the contractor (i.e. project work), including requirements for and specified frequency of any required status reports; the specified project tasks and deliverables must be clearly stated and must be quantifiable;

- 8) the firm, fixed total number of project hours for contractor personnel and the firm, fixed cost (based upon the hourly/daily rates specified on the pricing pages)
 - 9) detailed completion schedule for each task/component of the project work;
 - 10) mutually agreed upon turnaround times for the agency's designated Project Director to review, approve and formally accept or reject the components of the contractor's project work in accordance with the approved final PAQ;
 - 11) mutually agreed upon milestones for compensation of project costs for the contractor's project work, including any mutually agreed upon holdbacks for specified deliverables and holdback release time frames for specified deliverable completion;
 - 12) identification of the specific tasks within each component of the PAQ which must be completed by state agency personnel;
 - 13) signature and date lines for both the contractor and the agency's designated Project Director to signify approval.
 - 14) the contractor's final PAQ must also include all travel-related expenses if services are requested to be provided on-site; however, travel time from the consultant's office or residence to the state agency facility and travel time from the state agency facility to the consultant's office or residence shall not be considered billable time and shall not be included in the contractor's firm, fixed total number of project hours for contractor personnel stated in the contractor's final PAQ.
- e. **STEP 5: APPROVAL OF FINAL PAQ**
The contractor and the agency's designated Project Director must indicate mutual acceptance of the final PAQ by signing and dating the final PAQ. The agency's designated Project Director (1) must retain one signed copy; (2) must forward a copy to the Division of Purchasing and Materials Management for inclusion in the contract file and (3) must send one (1) copy to the contractor.
- f. **STEP 6: AUTHORIZATION TO PROCEED/ PAQ PROJECT WORK**
An approved final PAQ alone does not constitute an authorization to proceed with project work. Before proceeding with project work, the contractor must receive a properly authorized Contract Release Order except the state agency may authorize an obligation of less than \$25,000 pursuant to the terms of the contract without the official encumbrance of funds. Project work shall include the contractor's completion of the tasks identified in the final PAQ.
- g. **STEP 7: FORMAL ACCEPTANCE**
Upon the completion of all project work of a given PAQ, the contractor must notify the agency's designated Project Director in writing and shall submit an invoice in accordance with the PAQ approved by the agency's designated Project Director. The agency's designated Project Director shall review, approve and formally accept or reject the components of the PAQ project work in accordance with the turnaround time outlined in the PAQ. Formal acceptance shall not be unreasonably delayed or withheld by the state.
- h. **STEP 8: COST RECOVERY FOR CONTRACTOR**
Project costs for the PAQ project work shall be reimbursable upon formal acceptance by the agency's designated Project Director in accordance with the milestones for compensation outlined in the PAQ.
- i. **GENERAL REQUIREMENTS**
- 1) The contractor shall submit draft and final PAQs in a timely manner. The state agency and the contractor shall mutually agree upon the prescribed number of days for the contractor to submit the draft and final PAQs.
 - 2) The agency's designated Project Director reserves the right to reject any contractor-submitted PAQ, and/or request the contractor to submit a revised PAQ with adjustments (revised cost, length of time, solution recommendation, etc.
 - 3) The contractor shall not be paid for the preparation of the PAQ.

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

2.16.3 PAQ Personnel Classifications: The following personnel classifications shall be provided and utilized by the contractor in performing PAQs:

- a. **Project Manager**: Trained in a methodical approach to planning and guiding project processes from start to finish and responsible for the carrying out of the processes.
- b. **Software Application/Data Architect**: Responsible for ensuring the suite of applications being used by an organization to create the composite application is scalable, reliable, available and manageable. Also responsible for choosing a standard way of pursuing application development, creating/defining the application framework, recognizing potential reuse in the organization or in the application by understanding the broader system environment. This involves defining the interaction between application packages, databases, and middleware systems in terms of functional coverage. This helps identify any integration problems or gaps in functional coverage. The architecture should cover databases, data integration and the means to get to the data. Also, expert in Health IT laws and regulations and can evaluate existing systems and provide compliance recommendations and guidance on system enhancements.
- c. **Business Analyst**: Responsible for analyzing the operations of the agency or functional unit within the agency with the purpose of developing a general systems solution to the problem that may or may not require automation. A liaison among stakeholders in order to understand the structure, policies, and operations of an organization, and to recommend solutions that enable the organization to achieve its goals.

- d. **Middleware Developer:** Responsible for writing/enhancing applications and interfaces for the solution. May require experience with HL7, Continuity of Care Documents, Direct Messaging, 5010 X12 and NCPDP D.0 EDI transactions, BizTalk and Rhapsody Interface Engine Programming,
- e. **Privacy and Security Analyst:** Responsible for the protection of data against unauthorized access, which involves knowledge of cryptography, Intrusion Detection/Incident Handling, Business Continuity, Risk Reviews, Computer Operations Security, and Privacy issues such as HIPAA compliance.
- f. **Rules Engine Specialist:** Responsible for harvesting rules from rules engines, translating business and technical requirements or code into rules, creating and modifying rules, creating and executing test cases for new and modified rules, documenting rule changes, and evaluating rules engine solutions.
- g. **Subject Matter Expert:** An expert – both knowledgeable and experienced - in the areas of Medicaid and human services program eligibility and enrollment and the information technology required to support these programs. The SME will be knowledgeable in the Affordable Care Act (ACA), state and federal law, rules, regulations and policies regarding Medicaid and human services programs; be skilled in the application of information technologies to support all aspects of these programs including eligibility and enrollment; provide guidance in the definition of business requirements and the design of eligibility and enrollment technology solutions; provide guidance for the definition of a vision and strategic direction; educate project teams on best practices; lead teams and workgroups towards completion of project tasks; build and maintain relationships with project stakeholders and teams; and/or develop and review documentation as required to meet the requirements of the PAQ.
- h. **Grant/Advanced Planning Document (APD)/Contract Writer:** An expert in writing grant applications, advanced planning documents, and/or Requests for Proposals (RFP)/contracts. This person will be capable of gathering the information required to understand the context of a project or program; acquiring knowledge and understanding of the organization and their needs; researching grant-making organizations to identify possible funding sources; writing and editing convincing grant applications and APDs; demonstrating excellent writing skills; developing grant applications, APDs, or RFPs in accordance with established guidelines; obtaining samples of grant applications, APDs, or RFPs submitted by similar organizations; and responding to requests for additional information or changes to grant applications, APDs, or RFPs.
- i. **Programmer Analyst:** Responsible for analyzing requirements, designing, writing, testing, debugging and maintaining computer programs.
- j. **Data Base Administrator:** Responsible for designing, building, and maintaining the DBMS, applying and testing of DBMS upgrades, and verifying DBMS backups and restores.
- k. **Intranet/Web/E-Government Specialist:** Responsible for web-based and telecommunications technologies used to provide and/or enhance the efficiency and effectiveness of service delivery to the public sector.
- l. **Systems Analyst:** Responsible for researching problems, planning solutions, recommending software and systems, and coordinating development to meet the business needs. May write user requests into technical specifications and may be responsible for developing cost analysis, design specifications and implementation timelines.
- m. **Software Quality Assurance Analyst:** Responsible for monitoring the software processes and methods to ensure quality. SQA encompasses the entire software development process which includes processes such as requirements definitions, software design, coding, code reviews, change management, configuration management, testing and product integration.

- n. **Configuration Specialist:** Expert on available configuration options and how to apply to the solution. Responsible for designing, tracking and controlling configuration changes to the solution.
- o. **Technical Writer:** Responsible for creating and maintaining technical documentation to include, but not limited to, online help, user guides, manuals, design specifications, system manuals and test plans.
- p. **Documentation Specialist:** Responsible for creating documentation templates and reviewing, proofing and managing many types of documentation to include, but not limited to, requirements, architecture/design, technical, and end-user documents.
- q. **Testing Specialist:** Responsible for validating and verifying that the solution meets the requirements that guided its design and development, works as expected and satisfies the needs of the stakeholders.
- r. **Training Specialist:** Responsible for ensuring the knowledge, skills and competencies of state staff are adequate to utilize, maintain and administer the solution.
- s. **Security Administrator:** Responsible for managing solution access and developing measures to prevent solution vulnerabilities. Efforts include, but not limited to, defining user classifications and/or roles, establishing procedures for user provisioning and authentication, and testing, identifying, classifying, remediating and mitigating vulnerabilities.

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 - Experience and Reliability or Organization and Expertise of Personnel

Exhibit C - Proposed Functional and Technical Capabilities

Exhibit D - Proposed Method of Performance

Exhibit E - Participation by Other Organizations

Exhibit F - Business Entity Certification, Enrollment Documentation and Affidavit of Work Authorization

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

Exhibit H - Miscellaneous Information/Requirements

- a. Offerors are strongly encouraged to structure their proposal so that the individual provisions of the exhibit language precede each of the offeror's responses. Offerors are discouraged from referring evaluators to other sections of their proposal to find their response to a particular RFP provision. Poorly organized or responded to proposals may result in reduced subjective evaluation consideration being given.
- b. The proposal should be page numbered.
- c. The signed page one from the original RFP and all signed amendments should be placed at the beginning of the proposal.

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 must include an original hardcopy document plus 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 that the electronic copy 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 original hardcopy proposal should be printed on recycled paper and double sided. The proposal should minimize or eliminate the use of non-recyclable materials.

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 DPMM after award. Offerors should presume information provided to 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 Division of Purchasing and Materials Management as specified above, after a contract is executed or all proposals are rejected, all proposals are scanned into the Division of Purchasing and Materials Management imaging system. The scanned information will be available for viewing through the Internet from the Division of Purchasing and Materials Management Awarded Bid and Contract Document Search system. Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers. Also, in preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposal and should limit proposal content to items that provide substance, quality of content, and clarity of information.

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. 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:

- a. If you are a foreign company and do not have an Employer Identification Number assigned by the United States Internal Revenue Service (IRS), you will need to 1) complete the appropriate IRS W-8 form (found on the www.irs.gov website), 2) complete a State of Missouri Vendor Input Form located at www.oa.mo.gov/acct/ and 3) fax these documents along with a cover letter that states that you wish to register on the State of Missouri On-Line Bidding/Vendor Registration System website to the fax number listed in the Vendor Input Form instructions. The cover letter must include the e-mail address of the individual submitting the documentation. The documentation must be processed by the State of Missouri prior to conducting business with the state. Once the information has been processed, your company will be provided, via e-mail, a number that may be used to register as a State of Missouri vendor through this On-Line Bidding/Vendor Registration System website (<https://www.moolb.mo.gov>).
- b. If your company is a foreign company and you have an Employer Identification Number assigned by the IRS, completing an IRS W-8 form will not be necessary and you may register as a vendor with the State of Missouri through the On-Line Bidding/Vendor Registration System website by using the Employer Identification Number assigned to your company by the IRS.
- c. When submitting your bid/proposal, attach a note to the front page advising DPMM whether you have (1) submitted a W-8 prior to submission of the bid/proposal, (2) included the completed W-8 form with your bid/proposal, or (3) registered with the State of Missouri through the On-Line Bidding/Vendor Registration System website using your Employer Identification Number.

3.2 Proposal Evaluation and Award:

PARAGRAPH REVISED BY AMENDMENT #001

- 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	
• Project I and Project II	60
• PAQ Pricing	20
Experience and Reliability of Organization and Expertise of Personnel	20
Functional and Technical Capabilities	70
Method of Performance	20
MBE/WBE Participation	10
TOTAL	200

- 3.2.2 Competitive Negotiation of Proposals: 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:

- a. Negotiations may be conducted in person, in writing, or by telephone.
- b. 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.
- c. 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.
- d. 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.

PARAGRAPH REVISED BY AMENDMENT #001 (including subparagraphs)

- 3.2.3 Proposal Presentation and/or Solution Demonstration: After an initial screening process, if requested by the Division of Purchasing and Materials Management, a proposal presentation and/or a solution demonstration may be conducted with the offeror. If requested, the offeror shall demonstrate its proposed solution's **ability to meet required functionality 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.

- a. ***Upon request of a demonstration, it shall be conducted at no cost to the State of Missouri; therefore, no compensation shall be made to the offeror regarding their participation in the demonstration.***

- b. To ensure that offerors have an equal opportunity for adequate preparation, sample demonstration agenda and scenarios are provided in Attachment 10. The demonstration scenarios identify the functions that will be requested to be performed or discussed during the demonstration of the offeror's solution. This material will be the foundation for the demonstration, although the state may, at its option, request that an offeror demonstrate any function, product, or system capability included in the offeror's proposal.
- c. The dates for the demonstrations will be determined by the state during the evaluation period. The demonstrations are anticipated to occur in March, 2013. ***Offerors will be given advance notice of at least five (5) business days.*** It is anticipated that offerors will be given six (6) hours to demonstrate their system solution as further outlined in Attachment 10.
- d. ***The offeror shall provide the equipment and computing environment necessary for the demonstration. The state will provide Internet connectivity.***

3.2.4 Proposal Options: The state is requesting proposals for two options: 1) Option A, State Hosted Solution and 2) Option B, Contractor Hosted Solution. Offerors may propose one or both options. The proposals received for each option will be evaluated separately to determine a lowest and best proposal for each option. The state shall then determine which option to award based upon which option is in the best interest of the state given the proposal information and pricing received for each option.

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

3.3 Evaluation of Cost:

3.3.1 The offeror must respond to Exhibit A with firm, fixed pricing for all applicable costs necessary to satisfy the requirements of the RFP. All prices quoted shall be firm, fixed for the contract period stated on page one. Unless stated herein, the state shall assume absolutely no other costs exist to satisfy the RFP's requirements. Therefore, the successful offeror shall be responsible for any additional costs.

3.3.2 The cost evaluation shall be based on the pricing provided by the offeror in response to Exhibit A, Cost (Pricing Pages), including contract renewal periods for software maintenance and hosting services. The cost evaluation shall include all applicable costs necessary to satisfy the requirements of the RFP.

PARAGRAPH REVISED BY AMENDMENT #001 (including subparagraphs)

- a. Cost evaluation points for ***Project I*** and ***Project II*** (including required software, implementation/configuration/training and maintenance as applicable for a state-hosted solution and software, implementation/configuration/training, maintenance, hosting and migration as applicable for a contractor-hosted solution) shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times \frac{60}{\text{maximum cost points}} = \text{Cost evaluation points}$$

- b. Cost evaluation points for PAQ Services shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times \frac{20}{\text{maximum cost points}} = \text{Cost evaluation points}$$

3.3.3 If offering a proposal including a State-Hosted Solution (Option A) and a Contractor-Hosted Solution (Option B), offeror must complete pricing pages specific to both options. If not proposing one of the options, the offeror should indicate a "no-bid" for that respective option.

3.4 Evaluation of Experience and Reliability of Organization and Expertise of Personnel:

- 3.4.1 The evaluation of the Experience and Reliability of Organization and Expertise of Personnel shall be subjective based on fact. Information provided by the offeror in response to Exhibit B of this RFP, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation.

3.5 Evaluation of Functional and Technical Capabilities:

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

3.6 Evaluation of Method of Performance:

- 3.6.1 The evaluation of the Method of Performance shall be subjective based on fact. Information provided by the offeror in response to Exhibit D of this RFP, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation.

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

- 3.7.1 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.)

- 3.7.2 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.
- e. MBE/WBE Participation evaluation points shall be assigned using the following formula:

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

- a. Participation Commitment - If the offeror is proposing MBE/WBE participation, the offeror must complete Exhibit E, 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 E, 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.)
- c. NOTE: If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror is not required to complete Exhibit E, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

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

3.7.5 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.

- 3.7.6 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>

- 3.7.7 If offering a proposal including a State-Hosted Solution (Option A) and a Contractor-Hosted Solution (Option B) and the proposed participation is different for each option, the offeror must provide two (2) separate responses to Exhibit E, one (1) separate response for each option proposed.

3.8 Other Submittal Requirements and Requested Information:

- 3.8.1 Preference for Organizations for the Blind and Sheltered Workshops: 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 E, Participation Commitment, by identifying the organization for the blind or sheltered workshop 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 E, 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 E, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

A list of Missouri sheltered workshops can be found at the following internet address:

<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.

The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following Internet addresses:

<http://www.lhbindustries.com>

<http://www.alphapointe.org>

- 4) 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.
- b. If offering a proposal including a State-Hosted Solution (Option A) and a Contractor-Hosted Solution (Option B) and the proposed participation is different for each option, the offeror must provide two (2) separate responses to Exhibit E, one (1) separate response for each option proposed.

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

- a. In order to qualify for the three bonus points, the following conditions must be met and the following evidence must be provided:
 - 1) The offeror must either be a SDVE or must be proposing to utilize a SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.
 - 2) The services performed or the products provided by the SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the SDVE is utilized, to any extent, in the offeror’s obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
 - 3) If the offeror is proposing participation by a SDVE, in order to receive evaluation consideration for participation by the SDVE, the offeror must provide the following information with the proposal:

- Participation Commitment - The offeror must complete Exhibit E, 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 E, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the SDVE or a recently dated letter of intent signed and dated no earlier than the RFP issuance date by the SDVE which: (1) must describe the products/services the SDVE will provide and (2) should include evidence that the SDVE is qualified, as defined herein.
- b. If the offeror submitting the proposal is a qualified SDVE, the offeror is not required to complete Exhibit E, Documentation of Intent to Participate Form or provide a recently dated letter of intent.
- c. If the SDVE is listed on the Internet website listed below, the SDVE is not required to provide a copy of the SDV's (service-disabled veteran) award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper [DD Form 214, Certificate of Release or Discharge from Active Duty], and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs.
- www.oa.mo.gov/purch/vendorinfo/sdve.html
- d. Commitment – If the offeror's proposal is awarded, the SDVE participation committed to by the offeror on Exhibit E, Participation Commitment, shall be interpreted as a contractual requirement.
- e. Qualified SDVE:
- 1) SDVE is doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
 - 2) SDVE has not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs;
 - 3) SDVE has the management and daily business operations controlled by one (1) or more SDVs;
 - 4) SDVE has a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
 - 5) SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.
- f. If offering a proposal including a State-Hosted Solution (Option A) and a Contractor-Hosted Solution (Option B) and the proposed participation is different for each option, the offeror must provide two (2) separate responses to Exhibit E, one (1) separate response for each option proposed.

3.8.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the offeror's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the

services requested herein. The offeror should complete applicable portions of Exhibit F, 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.

- 3.8.4 **Debarment Certification:** The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The offeror should complete and return the attached certification regarding debarment, etc., Exhibit G with their proposal. This document must be satisfactorily completed prior to award of the contract.
- 3.8.5 **Other Requested / Required Information:** The offeror should respond to the information requested in Exhibit H, Other Requested Information.
- a. **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 H with their proposal. This document must be satisfactorily completed prior to award of the contract.
- 3.8.6 **Proposal Submittal Checklist –** The following checklist is provided to assist the offeror in completing his/her proposal. The offeror is encouraged to utilize this checklist before submitting the proposal. It is the offeror's sole responsibility to ensure that all mandatory requirements are met and that his/her proposal including all exhibits are properly completed and submitted with the proposal.

No.	Description – <i>while not all documents/items listed below are mandatory in submitting a responsive proposal, failure to provide adequate information to completely address the specified evaluation criteria will at least result in minimal subjective consideration and may result in rejection of the offeror's proposal.</i>	Completed? (v)
1.	Completed and signed all amendments (if applicable) and original RFP? <i>(Mandatory that proposal includes signature)</i>	
2.	Provided firm, fixed pricing on Exhibit A – Pricing Pages?	
3.	Completed Exhibit B – Experience and Reliability of Organization and Expertise of Personnel?	
4.	Completed Exhibit C – Functional/Technical Capabilities, including separate downloadable Excel spreadsheets?	
5.	Completed Exhibit D – Method of Performance?	
5.	If applicable, completed Exhibit E.1 – Participation Commitment for any Blind/Sheltered Workshop, and/or MBE, and/or WBE and/or SDVE proposed?	
6.	If applicable, completed Exhibit E.2 – Documentation of Intent to Participate, identifying each Blind/Sheltered Workshop, MBE, or WBE and/or SDVE proposed?	
7.	If applicable, clearly stated Blind/Sheltered and/or MBE and/or WBE participation % of Total Value of Contract (or for Blind/Sheltered Workshops, Total Dollar Amount or Participation %) on Exhibit E.1 and E.2?	
8.	If applicable, received authorized signature on Exhibit E.1 and E.2 from every Blind/Sheltered and/or MBE and/or WBE organization committed to providing products/services under the RFP?	
9.	Completed and signed Exhibit F – 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 G – Debarment?	
11.	Completed Exhibit H, Miscellaneous Information/Requirements, with applicable information, particularly regarding employee conflict of interest, if applicable?	
12.	If applicable, clearly marked, separated, and sealed proprietary or confidential	

	information? Also, explanation of how confidentiality is able to be honored by the state pursuant to the state's statutes?	
13.	Included a signed, original hardcopy document plus one (1) complete electronic copy of proposal in Microsoft compatible format or in .pdf on CD(s) or flash drive(s)?	

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. GENERAL CONTRACT PROVISIONS

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

4.1 Contract:

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

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

4.2 Contract Period:

- 4.2.1 The original contract period shall be Date of Award through June 30, 2018. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period.
- 4.2.2 The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for five (5) 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, except as stated herein in Exhibit A with regard to pricing.

4.3 Price:

- 4.3.1 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.

4.3.2 If any of the following events occur while contractor is engaged to provide services under the contract, the contractor and state may mutually agree upon an equitable adjustment as accomplished by a formal contract amendment:

- a. The scope, approach, or timing of the services change, including without limitation, additional state-imposed restrictions or conditions,
- b. Delays are encountered that are beyond the reasonable control of the contractor,
- c. An assumption set forth by the state in the contract proves to be invalid, or
- d. The state fails to meet its obligations as set forth in the contract.

4.4 Transition:

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

4.4.2 Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the state agency. If requested by the state agency, the contractor shall provide and/or perform any or all of the following responsibilities:

- a. The contractor shall deliver, FOB destination, all software, records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the state agency and/or to the state agency's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the state agency.
- b. The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to ensure the completion of such service prior to the expiration of the contract.
- c. If requested in writing via formal contract amendment, the contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed ninety (90) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.
 - 1) The contractor must obtain specific written approval from the state agency prior to providing continuing services to any client after the termination or cancellation of the contract. The written approval must identify the specific client and contain a date for the termination of service for the client.
 - 2) The decision to allow a client to receive continuing services shall be made by the state agency on a case-by-case basis at its sole discretion.

4.5 Damages:

PARAGRAPH REVISED BY AMENDMENT #001
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4.5.1 Actual Damages: In the event the contractor fails to comply with the requirements set forth herein which causes the state agency loss of the Enhanced Federal Financial Participation (EFFF) rates for system implementations applicable to this project, the amount of the applicable EFFF reduction incurred by the

state agency shall be charged to the contractor as actual damages, not to exceed the total cost of **Project I** and **Project II** and migration as applicable.

- a. Such damages shall, at the sole discretion of the state agency, either be deducted from the contractor's invoices pursuant to the contract or paid by the contractor as a direct payment to the state agency.

4.6 Performance Security Deposit:

PARAGRAPH REVISED BY AMENDMENT #001
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- 4.6.1 The contractor must furnish a performance security deposit in the form of an original bond issued by a surety company authorized to do business in the State of Missouri (no copy or facsimile is acceptable), check, cash, bank draft, or irrevocable letter of credit to the Office of Administration, Division of Purchasing and Materials Management within thirty (30) days after award of the contract and prior to performance of service under the contract or any installation of equipment. The performance security deposit must be made payable to the State of Missouri in the amount of \$1,000,000.00 (\$1 million). The contract number and validity dates must be specified on the performance security deposit. The contractor shall maintain the validity and enforcement of the security deposit through the implementation and acceptance by the state agency of **Project I** and **Project II**. The performance security deposit shall not be required upon completion of the implementation of **Project I** and **Project II**.

4.7 Liability:

- 4.7.1 The contractor agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless and indemnify it from liability from claims, damages, or actions arising from its negligent act or omission, or from those committed by its subcontractor(s) or other person(s) employed by or under the supervision of the contractor under the terms of the contract provided that such liability is not the result of the state's gross negligence or intentional wrong doing or any failure by the state to use the materials in the manner outlined by the contractor in literature or specifications submitted with the contractor's proposal.
- 4.7.2 Contractor's liability for damages to the state for any cause whatsoever, whether in contract or in tort, but excluding gross negligence, shall be limited in the aggregate to two times the total contract price for all goods and services over the life of the contract, as stated in Exhibit A. The foregoing limitation of liability shall not apply to:
 - a. Claims brought against the state by third parties for bodily injury to persons or damage to real or tangible personal property caused by contractor's negligence or willful misconduct; or
 - b. Claims arising out of injury to the person and/or damage to the property of the state, employees of the state, persons designated by the state for training, or any other person(s) other than agents or employees of the contractor, designated by the state for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the deliverables either at the contractor's site or at the state's place of business, provided that the injury or damage was caused by the direct negligence of the contractor; or
 - c. Costs or attorneys' fees which the state becomes entitled to recover as a prevailing party in any action, if authorized by law; or
 - d. The liability under the section entitled "Inventions, Patents, and Copyrights" (refer to Section 4.13) or to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights.

- 4.7.3 In no event shall the parties be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages, except to the extent that contractor's liability for such damages arises out of sub-sections a through d above.
- 4.7.4 Nothing herein shall be construed to waive or limit the state's sovereign immunity or any other immunity from suit provided by law.
- a. The contractor agrees that for any claim in tort or contract brought against the State of Missouri that its damages are limited to no more than the total contract price.

4.8 Termination:

- 4.8.1 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.

4.9 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.

PARAGRAPH DELETED BY AMENDMENT #001 (including subparagraphs)

4.10 (Deleted)

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.

- a. The contractor shall prepare and submit to the Division of Purchasing and Materials Management a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops, 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.
- b. 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.
- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs or other organizations for the blind/sheltered workshops or other SDVEs to fulfill the participation requirements committed to in the contractor's awarded proposal.
 - 1) The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new entities. This approval shall not be arbitrarily withheld.
 - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure a replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
- d. Within thirty days of the end of the original contract period, the contractor must submit an affidavit to the Division of Purchasing and Materials Management. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing and Materials Management's website at <http://oa.mo.gov/purch/vendor.html> or another affidavit providing the same information.

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. The state shall also report to the contractor promptly and in reasonable written detail each notice or claim of patent or copyright infringement.

4.13.2 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 intellectual property, contractor's work product provided to the state, or any contractor provided third-party intellectual property provided under the terms of the contract. The state agrees that the contractor has the right to defend or at its option to settle, and the contractor agrees to defend and indemnify the state 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 work product, contractor intellectual property, or any contractor provided third-party intellectual property, 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 contractor intellectual property, work product or any contractor provided third-party intellectual property, 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 contractor intellectual property, work product or any contractor provided third-party intellectual property or part thereof infringes any United States patent or copyright, or if the use, lease, or sale of such contractor intellectual property, work product or any contractor provided third-party intellectual property or part thereof 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 contractor intellectual property, work product or any contractor provided third-party intellectual property or part thereof, or (2) replace such contractor intellectual property, work product or any contractor provided third-party intellectual property or part thereof with another product or part suitable to the state, or (3) suitably modify such contractor intellectual property, work product or any contractor provided third-party intellectual property or part thereof, or (4) discontinue the use of such contractor intellectual property, work product or any contractor provided third-party intellectual property or part thereof 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 contractor intellectual property, work product or any contractor provided third-party intellectual property or part thereof with any other product or part not furnished to the state by the contractor, or (2) the modification of such contractor intellectual property, work product or any contractor provided third-party intellectual property or part thereof unless such modification was made by the contractor, or (3) the use of such contractor intellectual property, work product or any contractor provided third-party intellectual property or part thereof in a 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 intellectual property, work product provided to the state, or any third-party intellectual property provided.

4.14 Breach of Contract:

4.14.1 Circumstances may arise where, because of a default by the contractor on its contractual requirements, the state is entitled to recover damages from the contract for breach of contract. 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 state may specify that the actual cure be completed within no more than ten (10) working days from notification, or at a minimum that the contractor must provide the DPMM within five (5) working days from notification a written plan detailing how the contractor intends to cure the breach and detailing the timeframe for the proposed cure. The state shall have the right to reject all proposed cures.

- 4.14.2 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.
- 4.14.3 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.
- 4.14.4 Notwithstanding the provisions of liability provisions above, 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.

4.15 Appropriation of Funds:

- 4.15.1 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 sufficiently appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

4.16 Insurance:

- 4.16.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or contractor's 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 or her performance under the contract. The insurance shall include an endorsement that adds the State of Missouri as an additional insured, and it is understood that such insurance is not a waiver of sovereign immunity under Section 537.610, RSMo.

4.17 Contractor Status:

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

4.18 Coordination:

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

4.19 Property of State:

- 4.19.1 While the state agrees that ownership of all copyrighted software shall be retained by the contractor or relevant third party(s), the contractor shall agree and understand that all data, reports, materials, documentation, business rules, etc., which are developed by the contractor as a requirement of the contract shall become the property of the State of Missouri, which shall include all rights and interests for present and future use or sale as deemed appropriate by the state agency.
- 4.19.2 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.
- 4.19.3 The contractor shall further agree that no reports, documentation, business rules or other material prepared, developed under the contract and owned by the state, shall be used or marketed by the contractor or released to the public without the prior written consent of the state agency.
- 4.19.4 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.

4.20 Substitution of Personnel:

- 4.20.1 The contractor must provide resumes for all contractor staff being assigned to the project if different from staffing originally proposed. Contractor staff assigned to the project are subject to the approval or rejection by the state. If there would be a need to replace the Project Manager, any subsequent proposed Project Manager may be interviewed by the state prior to acceptance/rejection.
- 4.20.2 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 except in circumstances such as death, disability, illness, grave personal circumstances, unscheduled military service deployments, resignation, termination, or other severance of association ("special circumstances"). The contractor should provide at least a two-week advance notification to the state in the event the contractor must make a substitution of personnel, except under special circumstances. The contractor further agrees that any substitution made pursuant to this paragraph must possess substantially similar qualifications to those originally proposed. The state shall have the right to accept the proposed substitute candidate or request additional resumes of other available personnel. The state shall reserve the right to use reasonable discretion to accept or reject any substitute personnel offered by the contractor. Such approval of substitution requests will not be unreasonably withheld.
- 4.20.3 Upon providing written notification of contractor staff performance-related issues, the contractor shall either immediately cure any performance-related issues by such staff, including possible misconduct, or provide prompt replacement of applicable contractor's staff providing services under the contract, pursuant to the substitution of personnel requirements herein. However, if required by the state due to the severity of the circumstance, the contractor must provide prompt replacement of applicable staff members without being given an opportunity to cure staff misconduct.
- 4.20.4 Once contractor's staff is approved by the state and is meeting contract requirements, the contractor shall make reasonable efforts to hold staff changes to a minimum. If the contractor makes a staff substitution, the contractor must assume responsibility to fully train the staff substitute on all aspects of the project, including business and technical requirements, such that the staff substitute has a reasonable understanding of the project prior to beginning work.

4.21 Authorized Personnel:

- 4.21.1 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.
- 4.21.2 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- 4.21.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- 4.21.4 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:
- a. 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
 - b. 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
 - c. 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.
 - d. 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.

4.22 Payments:

- 4.22.1 All payments shall be made in arrears except for payments for software maintenance subscriptions which will be made annually in advance.
- a. Software License Payments: Payments for software license fees in a state-hosted solution shall be made upon delivery and successful installation of the software on the state's servers. Payments for software license fees in a contractor-hosted solution shall be made upon appropriate validation of the state that the software has been successfully installed on contractor servers for the purpose of delivering the solution to the state.

PARAGRAPH REVISED BY AMENDMENT #001

- b. **Project I** and **Project II** Implementation/Configuration/Training Project Payments and Withholding: Payment for **Project I** and **Project II** implementation/configuration/training project deliverables

defined in Exhibit A, Pricing, shall be made in arrears. Upon acceptance of the individual deliverables by the state, the state agency shall withhold 10% of all deliverable amounts due according to the contract pending final completion of the respective **project**. Upon acceptance of the entire **project** by the state agency, the total amount withheld for the respective **project** shall be paid in entirety.

- c. Annual Software Maintenance Payments: Payments for annual software maintenance subscription fees shall be made annually in advance.
- d. Hosting Fees (Contractor-Hosted Solution): Payments for hosting fees in a Contractor-Hosted Solution shall be made in arrears and pursuant to the pricing included in Exhibit A.
- e. Migration Project Costs (Contractor-Hosted Solution): Upon request of the state agency to migrate the solution from the contractor-hosted solution to the state SDC, payment for migration project deliverables defined in Exhibit A, Pricing, shall be made in arrears. Upon acceptance of the individual deliverables by the state, the state agency shall withhold 10% of all deliverable amounts due according to the contract pending final completion of the migration. Upon acceptance of the migration by the state agency, the total amount withheld shall be paid in entirety.

4.22.2 Electronic Funds Transfer (EFT): The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor Input/ACH-EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFP.

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

4.23 Confidentiality:

- 4.23.1 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, unless required by law.
- 4.23.2 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.

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

- 4.24.1 In performing its responsibilities under the contract, the contractor shall fully comply with the following Office of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments:
 - a. Uniform Administrative Requirements - A-102 - State/Local Governments; 2 CFR 215 - Hospitals, Colleges and Universities, For-Profit Organizations (if specifically included in federal agency implementation), and Not-For-Profit Organizations (OMB Circular A-110).

- b. Cost Principles - 2CFR 225 – State/Local Governments (OMB Circular A-87); A-122 - Not-For-Profit Organizations; A-21 - Colleges and Universities; 48 CFR 31.2 - For-Profit Organizations; 45 CFR 74 Appendix E – Hospitals.
- 4.24.2 Steven’s Amendment – In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, “Steven's Amendment”, the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:
- a. The percentage of the total costs of the program or project which will be financed with Federal money;
 - b. The dollar amount of Federal funds for the project or program; and
 - c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- 4.24.3 The contractor shall comply with 31 U.S.C. 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under the contract shall be used to pay the salary or expenses of the contractor, or agent acting for the contractor, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The contractor shall comply with all requirements of 31 U.S.C. 1352 which is incorporated herein as if fully set forth. The contractor shall submit to the state agency, when applicable, Disclosure of Lobbying Activities reporting forms.
- 4.24.4 The contractor shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156) and Circular A-133, including subsequent amendments or revisions, as applicable or 2 CFR 215.26 as it relates to for-profit hospitals and commercial organizations. A copy of any audit report shall be sent to the state agency each contract year if applicable. The contractor shall return to the state agency any funds disallowed in an audit of the contract.
- 4.24.5 The contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
- 4.24.6 The contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 4.24.7 The contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
- 4.24.8 If the contractor is a sub-recipient as defined in OMB Circular A-133, Section 210, the contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the contractor through the contract.
- 4.24.9 Non-Discrimination and ADA - The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in

programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;

- b. Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. Section 206 (d));
- c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities;
- e. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
- f. Equal Employment Opportunity – E.O. 11246, “Equal Employment Opportunity”, as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity”;
- g. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
- h. Missouri Governor’s E.O. #94-03 (excluding article II due to its repeal);
- i. Missouri Governor’s E.O. #05-30; and
- j. The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

4.25 Business Associate Provisions:

4.25.1 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).

4.25.2 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.

4.25.3 Obligations of the Contractor:

- a. The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).
- b. The contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:
 - 1) Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract.
 - 2) Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce.
 - 3) Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- c. With respect to Electronic Protected Health Information, the contractor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency.
- d. The contractor shall require that any agent or subcontractor to whom the contractor provides any Protected Health Information received from, created by, or received by the contractor pursuant to the contract, also agrees to the same restrictions and conditions stated herein that apply to the contractor with respect to such information.
- e. By no later than ten (10) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the Privacy Rule.
- f. The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency. If requested by the state agency or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the state agency upon request.
- g. In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.
- h. At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.

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

Provisions of the contract, the contractor shall notify the state agency's Security Officer of the activity or practice and work with the state agency to correct the breach of contract.

4.25.4 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.

4.25.5 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.

4.25.6 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.

4.26 Prohibitive Hiring:

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

4.27 Force Majeure:

- 4.27.1 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.

4.28 Actions, Suits, or Proceedings:

- 4.28.1 The contractor must notify the State of Missouri immediately if the contractor becomes aware of any action, suit, or proceeding, pending or threatened, that will have a material adverse effect on contractor's ability to fulfill the obligations under the contract.

4.29 Software Piracy Prohibition:

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

4.30 Prohibition of Electronic Interference:

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

4.31 Independent Obligation of Contractor to Continue Performance:

- 4.31.1 Nature of Independent Obligation - Because of the critical importance of the provision of the system and services to be performed by the contractor hereunder to the operation of the state, the contractor assumes an independent obligation to continue performance of its system and service obligations hereunder in all respects regardless of any dispute (including without limitation any alleged material breach by the state) which may arise between the state and the contractor. Such independent obligation shall continue for a period of 90 days from the date upon which the state receives written notice of such alleged breach from the contractor. The project work and/or the operation of the system shall continue until any dispute is resolved, and thereafter in accordance with the terms of the resolution. The contractor undertakes this independent obligation without prejudice to any rights or remedies it may otherwise have in connection with any dispute between the contractor and the state.
- a. Notice to State of Breach - If the contractor believes that the state is in breach of any contract term, the contractor shall deliver to the state and the DPMM a written notice of the alleged contract breach and identify the specific contract provisions.

EXHIBIT A
PRICING (COST)

OFFERORS ARE ENCOURAGED TO PROPOSE BOTH STATE-HOSTED SOLUTION (OPTION A) AND CONTRACTOR-HOSTED SOLUTION (OPTION B). HOWEVER, OFFERORS MAY PROPOSE EITHER OPTION BY COMPLETING THE PRICING TABLES APPLICABLE TO THE OPTION PROPOSED.

SECTION REVISED BY AMENDMENT #001

A.1 OPTION A: STATE-HOSTED SOLUTION

PROJECT I SOFTWARE COSTS: The offeror shall provide firm, fixed prices for all software necessary to satisfy the RFP requirements for **Project I**. Prices shall be for perpetual software licenses. All unidentified software costs necessary to meet the mandatory system requirements of the RFP shall be the responsibility of the contractor.

[illegible]

PROJECT I IMPLEMENTATION/CONFIGURATION/TRAINING COSTS: The offeror shall provide firm, fixed prices for all implementation and configuration services required to satisfy the RFP requirements for **Project I**. The offeror shall individually price **ALL DELIVERABLES** proposed which will also serve as payment milestones. All unidentified services necessary to meet the mandatory system requirements of the RFP shall be the responsibility of the contractor.

[illegible]

PROJECT I ANNUAL SOFTWARE MAINTENANCE COSTS: The offeror shall provide firm, fixed prices for annual maintenance of all **Project I** software required to satisfy the RFP requirements for **Project I** after expiration of the 180-day warranty which begins after completion and acceptance of the entire **Project I** by the State of Missouri. The contractor shall be required to support all **Project I** software until the expiration of the warranty. Annual maintenance shall then take effect upon acceptance of the entire **Project** by the state. All unidentified maintenance services necessary to meet the mandatory system requirements of the RFP shall be the responsibility of the contractor.

[illegible]

PROJECT II SOFTWARE COSTS: The offeror shall provide firm, fixed prices for all additional software necessary to satisfy the RFP requirements for **Project II**. Prices shall be for perpetual software licenses. All unidentified software costs necessary to meet the mandatory system requirements of the RFP shall be the responsibility of the contractor.

[illegible]

PROJECT II IMPLEMENTATION/CONFIGURATION/TRAINING COSTS: The offeror shall provide firm, fixed prices for all implementation and configuration services required to satisfy the RFP requirements for **Project II**. The offeror shall individually price all deliverables proposed which will also serve as payment milestones. All unidentified services necessary to meet the mandatory system requirements of the RFP shall be the responsibility of the contractor.

FIRM, FIXED ONE-TIME COSTS					
<i>PROJECT II IMPLEMENTATION/CONFIGURATION/TRAINING</i>					
Item	Description	Quantity	Unit of Measure	Unit Price	Total
TOTAL PROJECT II IMPLEMENTATION/CONFIGURATION/TRAINING COSTS:					\$_____

PROJECT II ANNUAL SOFTWARE MAINTENANCE COSTS: The offeror shall provide firm, fixed prices for annual maintenance of all additional software required to satisfy the RFP requirements for **Project II** after expiration of the 180-day warranty which begins after completion and acceptance of the entire **Project II** by the State of Missouri. The contractor shall be required to support all **Project II** software until the expiration of the warranty. Annual maintenance shall then take effect upon acceptance of the entire **Project** by the state. All unidentified maintenance services necessary to meet the mandatory system requirements of the RFP shall be the responsibility of the contractor.

[illegible]

A.2 OPTION B: CONTRACTOR-HOSTED SOLUTION

PROJECT I SOFTWARE COSTS: The offeror shall provide firm, fixed prices for all software necessary to satisfy the RFP requirements for **Project I**. Prices shall be for perpetual software licenses. All unidentified software costs necessary to meet the mandatory system requirements of the RFP shall be the responsibility of the contractor.

[illegible]

PROJECT I IMPLEMENTATION/CONFIGURATION/TRAINING COSTS: The offeror shall provide firm, fixed prices for all implementation and configuration services required to satisfy the RFP requirements for **Project I**. The offeror shall individually price **ALL DELIVERABLES** proposed which will also serve as payment milestones. All unidentified services necessary to meet the mandatory system requirements of the RFP shall be the responsibility of the contractor.

[illegible]

PROJECT I ANNUAL SOFTWARE MAINTENANCE COSTS: The offeror shall provide firm, fixed prices for annual maintenance of all Phase I software required to satisfy the RFP requirements for **Project I** after expiration of the 180-day warranty which begins after completion and acceptance of the entire **Project I** by the State of Missouri. The contractor shall be required to support all **Project I** software until the expiration of the warranty. Annual maintenance shall then take effect upon acceptance of the entire **Project** by the state. All unidentified maintenance services necessary to meet the mandatory system requirements of the RFP shall be the responsibility of the contractor.

FIRM, FIXED COSTS PROJECT I ANNUAL SOFTWARE MAINTENANCE					
Item	Description	Quantity	Unit of Measure	Unit Price	Total
TOTAL PROJECT I ANNUAL SOFTWARE MAINTENANCE COSTS:					\$ _____

PROJECT I HOSTING FEES: The offeror shall provide firm, fixed pricing for hosting the **Project I** solution pursuant to the Contractor-Hosted requirements herein. All unidentified services necessary to meet the mandatory hosting requirements of the RFP shall be the responsibility of the contractor.

FIRM, FIXED COSTS PROJECT I HOSTING FEES					
Item	Description	Quantity	Unit of Measure	Unit Price	Total
	Firm, Fixed Hosting Fees				

PROJECT II SOFTWARE COSTS: The offeror shall provide firm, fixed prices for all additional software necessary to satisfy the RFP requirements for **Project II**. Prices shall be for perpetual software licenses. All unidentified software costs necessary to meet the mandatory system requirements of the RFP shall be the responsibility of the contractor.

[illegible]

PROJECT II IMPLEMENTATION/CONFIGURATION/TRAINING COSTS: The offeror shall provide firm, fixed prices for all implementation and configuration services required to satisfy the RFP requirements for **Project II**. The offeror shall individually price all deliverables proposed which will also serve as payment milestones. All unidentified services necessary to meet the mandatory system requirements of the RFP shall be the responsibility of the contractor.

[illegible]

PROJECT II ANNUAL SOFTWARE MAINTENANCE COSTS: The offeror shall provide firm, fixed prices for annual maintenance of all additional software required to satisfy the RFP requirements for **Project II** after expiration of the 180-day warranty which begins after completion and acceptance of the entire **Project II** by the State of Missouri. The contractor shall be required to support all **Project II** software until the expiration of the warranty. Annual maintenance shall then take effect upon acceptance of the entire **Project** by the state. All unidentified maintenance services necessary to meet the mandatory system requirements of the RFP shall be the responsibility of the contractor.

FIRM, FIXED COSTS					
<i>PROJECT II ANNUAL SOFTWARE MAINTENANCE</i>					
Item	Description	Quantity	Unit of Measure	Unit Price	Total
TOTAL PROJECT II ANNUAL SOFTWARE MAINTENANCE COSTS:					\$_____

PROJECT II HOSTING FEES: The offeror shall provide firm, fixed pricing for hosting the **Project** II solution pursuant to the Contractor-Hosted requirements herein. All unidentified services necessary to meet the mandatory hosting requirements of the RFP shall be the responsibility of the contractor.

FIRM, FIXED ONE-TIME COSTS PROJECT II HOSTING FEES					
Item	Description	Quantity	Unit of Measure	Unit Price	Total
	Firm, Fixed Hosting Fees				

PROJECT I AND PHASE II MIGRATION COSTS: The offeror shall provide firm, fixed prices for all services required to accomplish migration of the **Project** I and **Project** II solutions to the State Data Center, pursuant to the requirements herein, in the event the state requests to host the solution. The offeror shall individually price **ALL DELIVERABLES** proposed which will also serve as payment milestones. All unidentified services necessary to meet the mandatory system requirements of the RFP shall be the responsibility of the contractor.

FIRM, FIXED ONE-TIME COSTS					
<i>PROJECT I AND PROJECT II MIGRATION COSTS</i>					
Item	Description	Quantity	Unit of Measure	Unit Price	Total
TOTAL <i>PROJECT I AND PROJECT II</i> MIGRATION COSTS:					\$_____

SECTION REVISED BY AMENDMENT #001
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A.3 PROJECT ASSESSMENT QUOTATION (PAQ) PRICING:

The offeror shall provide firm, fixed hourly rate prices to be used for Project Assessment Quotations (PAQs). Services requested will primarily be for development, configuration and/or implementation of Project III requirements. However, the state agency reserves the right to request PAQ services for other services needed.

Project Assessment Quotation (PAQ) Pricing	Per Hour
Project Manager	
Software Application / Data Architect	
Business Analyst	
Middleware Developer	
Privacy and Security Analyst	
Rules Engine Specialist	
Subject Matter Expert	
Grant/Advanced Planning Document (APD)/Contract Writer	
Programmer Analyst	
Data Base Administrator	
Intranet / Web / E-Government Specialist	
Systems Analyst	
Software Quality Assurance Analyst	
Configuration Specialist	
Technical Writer	
Documentation Specialist	
Testing Specialist	
Training Specialist	
Security Administrator	

PAQ PRICING SHALL INCLUDE ALL TRAVEL AND EXPENSES.

SECTION REVISED BY AMENDMENT #001
A.4 RENEWAL PRICING FOR PAQ, SOFTWARE MAINTENANCE AND HOSTING FEES:

The Division of Purchasing and Materials Management shall have the sole option to renew the contract in one (1) year increments, or a portion thereof, for a maximum total of five (5) additional years.

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

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

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

NOTICE: DO NOT COMPLETE BOTH A MAXIMUM INCREASE AND A MINIMUM DECREASE FOR THE SAME RENEWAL PERIOD.

RENEWAL OF PAQ PRICING:

	<u>Maximum Increase</u>	OR	<u>Minimum Decrease</u>
1st Renewal Period:	original price + ____%	OR	original price - ____%
2nd Renewal Period:	original price + ____%	OR	original price - ____%
3rd Renewal Period:	original price + ____%	OR	original price - ____%
4th Renewal Period:	original price + ____%	OR	original price - ____%
5th Renewal Period:	original price + ____%	OR	original price - ____%

RENEWAL OF MAINTENANCE PRICING:

	<u>Maximum Increase</u>	OR	<u>Minimum Decrease</u>
1st Renewal Period:	original price + ____%	OR	original price - ____%
2nd Renewal Period:	original price + ____%	OR	original price - ____%
3rd Renewal Period:	original price + ____%	OR	original price - ____%
4th Renewal Period:	original price + ____%	OR	original price - ____%
5th Renewal Period:	original price + ____%	OR	original price - ____%

RENEWAL OF HOSTING FEES:

	<u>Maximum Increase</u>	OR	<u>Minimum Decrease</u>
1st Renewal Period:	original price + ____%	OR	original price - ____%

2nd Renewal Period:	original price + ____%	OR	original price - ____%
3rd Renewal Period:	original price + ____%	OR	original price - ____%
4th Renewal Period:	original price + ____%	OR	original price - ____%
5th Renewal Period:	original price + ____%	OR	original price - ____%

EXHIBIT B
EXPERIENCE AND RELIABILITY OF ORGANIZATION AND EXPERTISE OF PERSONNEL
(Evaluation is 20 points)

The evaluation of the offeror's 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 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.

B.1 ORGANIZATIONAL EXPERIENCE / RELIABILITY:

1. The offeror should describe the nature of the offeror's business, type of services performed, etc. Description should minimally include the history of the company and the number of years its firm has been providing similar type services.
2. The offeror should provide a detailed description of all current and previous projects for the same solution as proposed. Offeror's description should identify all other states in which the proposed solution has been or is being implemented including the stage of progress for each respective project and the role that the offeror is playing on the project. These project summaries should be limited to no more than one page per project; not to exceed five (5) project summaries. **At a minimum, the offeror MUST provide information that verifies compliance with the experience requirements included herein.**
3. For each of the project summaries referenced above, 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 whether the respective references are for the offeror's organization or proposed subcontractor(s). Please make sure the contact information, including the email addresses, are current, correct and available for reference contact.

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

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

Description of Role / Responsibility in referenced contract work:	
---	--

4. The offeror should provide information that documents the depth and number of resources (i.e., financial, supplies, facilities, infrastructure, and human resources) to ensure completion of all RFP requirements. The offeror should document how sufficient resources will be provided to the State of Missouri. Offeror's description should include a description of the market strength/stability of the organization and that of proposed subcontractors.
5. 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.
6. The offeror should indicate whether there is currently and within the past twelve months any legal actions, suits, or proceeding, pending or threatened against the offeror's organization. Explain any such circumstances. For any subcontractors proposed, the same information should be provided for each subcontractor's organization.
7. 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.

B.2 EXPERTISE OF PERSONNEL:

1. The offeror should provide detailed information about the experience and qualifications, including any applicable certifications, of the key personnel proposed for each personnel classification provided 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, results of the services performed, and whether the person is proposed for the same services for the State of Missouri.

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.

EXHIBIT C
FUNCTIONAL AND TECHNICAL CAPABILITIES
(Evaluation is 70 points)

The evaluation of the offeror's proposed functional and technical capabilities shall be subjective based on the requirements stated herein. Therefore, the offeror should present detailed information regarding the functional and technical capabilities. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

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; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.

SECTION REVISED BY AMENDMENT #001
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C.1 FUNCTIONAL AND TECHNICAL CAPABILITIES:

1. **The offeror should complete and provide Exhibit C-2, Business/Functional Requirements, with their RFP response.** The offeror should complete each worksheet within the Exhibit to indicate the extent to which the offeror's proposed solution meets the stated requirements.
2. **The offeror should complete and provide Exhibit C-3, Functional Scenarios, with their RFP response.** The offeror should complete each worksheet within the Exhibit to indicate the extent to which the offeror's proposed solution meets the stated requirements.
3. **The offeror should complete and provide Exhibit C-4, Technical Requirements, with their RFP response.** The offeror should complete each worksheet within the Exhibit to indicate the extent to which the offeror's proposed solution meets the stated requirements.
4. The offeror should identify functionality that will be performed in the proposed Eligibility and Enrollment System that is currently processed in MO HealthNet Systems and in the Family Assistance Management Information System (FAMIS) (refer to Attachment #2).
5. The offeror should identify all print and ECM capabilities of the proposed solution.
6. The offeror should state the minimum sustained level of availability of their proposed solution.
7. The offeror should state the minimum proposed online response time and the minimum system response time of the proposed solution.
8. The offeror should clearly describe the functionality of the proposed rules engine. The offeror should identify limits of the proposed rules engine by providing examples of complex rules that cannot be handled through the user-friendly front-end and also identify how custom coding or scripting required to handle those rules not implementable through the front-end is accomplished.
9. The offeror should describe how the proposed solution will manage, develop, monitor, and execute business process workflows.
10. ***The offeror should describe the reporting capabilities of the proposed solution including indication of the standard reports that are provided with the base solution.***

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.

EXHIBIT D
METHOD OF PERFORMANCE
(Evaluation is 20 points)

The evaluation of the offeror's proposed method of performance shall be subjective based on the requirements stated herein. Therefore, the offeror should present detailed information regarding the proposed method of performance. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

It is the offeror's responsibility to make sure all aspects of their proposed method of performance are adequately described. It should not be assumed that the evaluator has specific knowledge of the method of performance proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.

The offeror should present a written plan for performing the requirements specified in this Request for Proposal. In presenting such information, the offeror should specifically address each of the following issues:

SECTION REVISED BY AMENDMENT #001

D.1 PROJECT I IMPLEMENTATION PLAN FOR STATE-HOSTED SOLUTION:

The offeror should briefly and sequentially describe the tasks or events that are proposed to accomplish the requirements of **Project I**. "**Completion Day**" should be specified as a certain number of days from the date which the agency provides a notice to proceed until completion of the specific task. "**Assigned Personnel**" should be identified by project title and name, unless such personnel are yet to be hired. "**Workhours**" should indicate that time each assigned person will spend on the specific task. In the event of overlapping or concurrent tasks, a graphic chart (e.g., PERT) should be attached. The offeror may use this format or any other format to provide their implementation plan.

[illegible]

SECTION REVISED BY AMENDMENT #001**D.2 PROJECT II IMPLEMENTATION PLAN FOR CONTRACTOR-HOSTED SOLUTION:**

The offeror should briefly and sequentially describe the tasks or events that are proposed to accomplish the requirements of **Project II**. "**Completion Day**" should be specified as a certain number of days from the date which the agency provides a notice to proceed until completion of the specific task. "**Assigned Personnel**" should be identified by project title and name, unless such personnel are yet to be hired. "**Workhours**" should indicate that time each assigned person will spend on the specific task. In the event of overlapping or concurrent tasks, a graphic chart (e.g., PERT) should be attached. The offeror may use this format or any other format to provide their implementation plan.

Task or Event	Completion Day	Assigned Personnel	Work-hours
Date Agency Provides "Notice to Proceed"	1	N/A	N/A

D.3 The offeror should provide with their RFP response the following information:

1. The offeror should describe how the services of the contract will be managed, controlled, and supervised in order to ensure satisfactory contract performance.
2. The offeror should describe the processes, tools, and personnel required to support the data architecture for the system.
3. The offeror should describe the processes, tools, and personnel recommended for approaching SOA governance for the system and its supporting services.
4. The offeror should describe plans to provide support for the state required logical environments.
5. The offeror should describe its proposed Change Management Process.
6. The offeror should describe the proposed development lifecycle used to manage and implement a rule from creation to deployment, including ongoing rule maintenance.

7. The offeror should describe its strategy for end-to-end testing of business rules, including planned usage of any tools leveraged to automatically identify and fix conflicting rules.
8. The offeror should describe its proposed defect reporting and tracking tool.
9. The offeror should clearly describe their proposed system maintenance plan including, but not limited to, the frequency that maintenance updates will be provided, how items included in maintenance upgrades are prioritized for inclusion, how federal rule changes will be accommodated, and how the state's requested "customizations" will be accommodated via system maintenance upgrades.
10. The offeror should describe its approach for remaining current in the knowledge and use of data storage technology and management products.
11. The offeror should describe its approach to technologically refreshing the Eligibility & Enrollment System and service equipment, including long range planning.
12. The offeror should clearly define the approach to maximize concurrency in the system, while maintaining data integrity.
13. The offeror should describe how it will prevent unauthorized network access.
14. The offeror should describe its proposed Business Continuity / Disaster Recovery Plan explaining the offeror's approach to providing continuity of business operations in the event of a disaster event. The offeror should describe the strategy and approach for how the proposed solution design will minimize (or prevent) data loss in this process.
15. The offeror should describe its proposed knowledge transfer approach to ensure the state agency has knowledgeable system administrators and other technical personnel sufficient to operate and maintain the solution independently.
16. For proposed state-hosted solution, the offeror should provide the following information:
 - Identification of all infrastructure/components (hardware and software) required to enable the solution to function as specified within the SDC environment including, but not limited to, server, storage, network and rack components required for the solution. The offeror should identify any network appliances that are recommended as part of the offeror's solution.
 - Identification of all infrastructure/components (hardware and software) required to enable the solution to function at the agency's disaster recovery site (SpringNet) including, but not limited to, server, storage, network and rack components required for the solution.
 - Identification of all components of proposed architecture that are not currently supported by SDC, including identifying the software function/purpose.
 - Identification of the total storage capacity needs anticipated for the proposed solution. The offeror should explain how the storage requirements were derived, and any assumptions used to calculate storage capacity.
17. For proposed contractor hosted solution, the offeror should provide the following information:
 - Specify the location of their primary and secondary data centers;
 - Describe how, in the event of a disaster, failover will occur to the secondary site, including a timeline;
 - Provide a detailed strategy for migrating the solution to the State Data Center (SDC) upon request by the state.

D.4 Economic Impact to Missouri: The offeror should describe the economic advantages that will be realized as a result of the offeror performing the required services. 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 Missourians and/or Missouri products.
- Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
- Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

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.

EXHIBIT E
PARTICIPATION FROM OTHER ORGANIZATIONS

E.1 PARTICIPATION COMMITMENT

Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) Participation Commitment:

If offering a proposal including a State-Hosted Solution (Option A) and a Contractor-Hosted Solution (Option B) and the proposed participation is different for each option, the offeror must provide two (2) separate responses to Exhibit E, one (1) separate response for each option proposed.

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.

MBE Participation Commitment Table		
Name of Each Qualified Minority Business Enterprise (MBE) Proposed	Committed Percentage of Participation for Each MBE % of the Actual Total Contract Value	Description of Products/Services to be Provided by Listed MBE <i>The offeror should also include the paragraph number(s) from the RFP which requires the service the MBE is proposed to perform</i>
1.	%	Product/Service(s) proposed: RFP Paragraph References:
2.	%	Product/Service(s) proposed: RFP Paragraph References:
3.	%	Product/Service(s) proposed: RFP Paragraph References:
Total MBE Percentage:	%	

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

Organization for the Blind/Sheltered Workshop Commitment Table

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.

Name of Organization for the Blind or Sheltered Workshop Proposed	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop <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:

SDVE Participation Commitment Table

Name of Each Qualified Service-Disabled Veteran Business Enterprise (SDVE) Proposed	Committed Percentage of Participation for Each SDVE (% of the Actual Total Contract Value)	Description of Products/Services to be Provided by Listed SDVE <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:
Total SDVE Percentage:	%	

EXHIBIT E (Continued)**E.2 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 (or attach copy of certification)
Expiration
Date: _____

Service-Disabled
Veteran's (SDV) Name: _____
(Please Print)

SDV's
Signature: _____

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 E (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] 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.)

FOR STATE USE ONLY

SDV Documents - Verification Completed By:

Buyer

Date

EXHIBIT F
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.

<u>BOX A:</u>	To be completed by a non-business entity as defined below.
<u>BOX B:</u>	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 .
<u>BOX C:</u>	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 B2Z13051 and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the state agency 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 F, 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; Phone: 888-464-4218; Email: 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 F, 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 F, 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 G
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 H
MISCELLANEOUS INFORMATION

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) 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.

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

Employee/Conflict of Interest:

Offerors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the offeror or any owner of the offeror's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information:	
Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	
If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	
Percentage of ownership interest in offeror's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	_____ %

Contact Information:

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

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

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

**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. Registered offerors are electronically notified of the proposal opportunity based on the information maintained in the State of Missouri's vendor database. If a 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). Registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and 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). Registered offerors who received e-mail

notification of the proposal opportunity when the RFP was established and 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 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 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 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 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. All 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, mined, processed 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 all vendors 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.

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 shall warrant that the system, and all equipment, supplies, and services provided for this contract, shall conform to the mandatory technical, functional, and performance requirements described in this RFP and to any specification, drawing, sample, or other description which was furnished to or adopted by the DPMM. The contractor shall also warrant that the system shall perform and operate in accordance with the documentation produced for the system, and for each deliverable or phase.
- 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. 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. The contractor may, upon receiving specific written authorization from the state, pursue any such cause of action under antitrust laws provided it remits to the state that portion of any recovery of damages which was ultimately borne by the state. However, in the event the state elects to pursue the cause of action itself, its claim of assignment under this paragraph shall prevail with regard to such cause of action.

16. COMMUNICATIONS AND NOTICES

- a. 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.

17. 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.

18. 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.

19. 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).

20. 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.

21. TITLES

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

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