



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

RFP NO.: B2Z08028
TITLE: Business Analysis Consulting Services
ISSUE DATE: 10/25/07

REQ NO.: NR 300 31878000001
BUYER: Julie Branigan
PHONE NO.: (573) 751-4148
E-MAIL: julie.branigan@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 12/28/07 AT 2:00 PM CENTRAL TIME

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

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

CONTRACT PERIOD: Date of Award through One Year

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

Office of Administration
Information Technology Services Division/DOLIR
PO Box 59
Jefferson City, MO 65104

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 05/21/07). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	
CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN		VENDOR NUMBER (IF KNOWN)
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) (NOTE: LLC IS NOT A VALID TAX FILING TYPE.) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

1. INTRODUCTION

1.1 Purpose:

- 1.1.1 This document constitutes a request for sealed proposals from prospective offerors for the acquisition of business analysis consulting services for the Missouri Department of Labor and Industrial Relations Division of Workers Compensation (ITSD-DOLIR/DWC) through the Office of Administration Information Technology Services Division located in Jefferson City, Missouri in accordance with the requirements and provisions stated herein.

1.2 Other Agencies May Order:

- 1.2.1 The state reserves the right to allow other state agencies to order from the contract, providing prior approval of the Division of Purchasing and Materials Management is obtained.

1.3 Pre-Proposal Conference:

- 1.3.1 A pre-proposal conference regarding this Request for Proposal will be held on **Friday, November 16, 2007 at 9:00 a.m.**, in Room 510 of the Harry S Truman Building, 301 West High Street, Jefferson City, Missouri.
- 1.3.2 All potential offerors are encouraged to attend the pre-proposal conference in order to ask questions and provide comments on the RFP. Attendance is not required in order to submit a response; however, offerors are encouraged to attend since information relating to this RFP will be discussed in detail. Offerors should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.
- 1.3.3 Offerors are strongly encouraged to advise the Division of Purchasing and Materials Management within five (5) working days prior to the scheduled pre-proposal conference of any special accommodations needed for persons with disabilities who will be attending the conference so that these accommodations can be made.

1.4 Pre-Proposal Conference RFP Questions:

- 1.4.1 The offeror should become familiar with the RFP and develop all questions prior to the conference in order to ask questions and otherwise participate in the public communications regarding the RFP.
- a. **Prior Communication** – Prior to the Pre-Proposal Conference, the offeror may submit via email written communications and/or questions regarding the RFP to the buyer identified on page one. Such prior communication will provide the State of Missouri with insight into areas of the RFP which may be brought up for discussion during the conference and which may require clarification. Offerors are encouraged to email their questions regarding the RFP (no later than 12 noon [central time]) on **Tuesday, November 13, 2007** to: Julie Branigan, Buyer, Division of Purchasing and Materials Management, at Julie.Branigan@oa.mo.gov.
 - b. **During the Pre-Proposal Conference** - it shall be the sole responsibility of the offeror to orally address all issues previously presented to the buyer by the offeror, including any questions regarding the RFP or areas of the RFP requiring clarification.
 - c. **Amendment to the RFP** - Any changes needed to the RFP as a result of discussions from the Pre-Proposal Conference will be accomplished as an amendment to the RFP. Neither formal minutes of the conference nor written records of the questions/communications (i.e. formal question/answer document) will be maintained.

- d. **Questions after the Pre-proposal conference** - Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, offerors are advised that unless specified elsewhere in the RFP, any questions received after **2:00 p.m. on Monday, December 17, 2007** may not be answered.

1.5 Offeror's Contacts:

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

1.6 Estimated Quantities:

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

1.7 Background Information:

- 1.7.1 General background information about the Division of Workers' Compensation (DWC) contained in the Official Manual, State of Missouri, 2005-2006, published by the Secretary of State, can be found on the Internet at www.sos.mo.gov/BlueBook. Select "Chapter 6 Executive Departments," then "Department of Labor and Industrial Relations," then scroll down to the section titled "Division of Workers' Compensation." Further information can be found on the Division's website at www.dolir.mo.gov/wc/index.htm.
- 1.7.2 The DWC is charged with administering the Missouri Workers' Compensation Law, Chapter 287, RSMo, and the rules applicable thereto. Accordingly, the DWC maintains documents required to be filed with the DWC by law, including, but not limited to, First Reports of Injuries, Claims for Compensation, Answers to Claims for Compensation, Notice of Commencement / Termination of Compensation, medical records, and documents relied upon by Administrative Law Judges in approving Compromise Stipulations of Settlement and issuing Awards on disputed cases. Further, the DWC is statutorily required to maintain a full and complete account of its transactions and proceedings, together with all statistics and information collected by the DWC. The DWC receives documents either in a paper or electronic format. The DWC stores the documents and related information in its computer systems known as the Automated Integrated Claims System (AICS) and IBM Content Manager/WAF Image System.
- 1.7.3 All DWC employees utilize AICS and require a reliable and accurate system in order to perform their jobs efficiently and effectively for the workers' compensation community. Below is a brief description of how each program or unit utilizes AICS:
 - a. Administration: Administration is responsible for the oversight of the DWC and its day-to-day business operations. It relies upon the statistical data from AICS to set the annual Second Injury Fund surcharge paid by employers and assessed against workers' compensation insurance premiums or a premium equivalent pursuant to §§ 287.715, RSMo. Further, Administration relies upon AICS to respond to legislative proposals, including preparation of fiscal impact statements for proposed legislation. Administration must also access AICS on a continual basis to: 1) respond to correspondence and requests for information from the public; 2) provide ad hoc reporting and

statistical analysis of the Missouri Workers' Compensation system to lawmakers, interested parties and researchers; 3) track and handle issues pertaining to self-insured employers, group trusts and insurance carriers, including current bankruptcies and insolvencies; and 4) respond to other legal and related issues, including complying with subpoenas, filing liens, addressing requests from federal agencies, preparing the DWC's annual budget request, annual report, and strategic planning measures, and monitoring quality control of its employees.

- b. Injury Processing: Injury Processing involves the processes and management of all case information submitted to or requested by the DWC. Electronic Data Interchange and other current electronic reporting processes are also a part of this unit. This unit processes approximately two million documents annually either electronically or manually. After processing, all documents are scanned or imported into the IBM Content Manager/WAF Image System and indexed into individual case files. Each case file contains a complete history of all documents received for each case and is stored electronically for future access and archival. Some paper files and microfilm are also maintained for older cases and appeals. The data entered by this unit must be available for the specific case in which it is entered and accessible collectively for statistical purposes. A more detailed summary of the documents processed by this unit is listed in section 1.7.4 below.
- c. Adjudication: The DWC has thirty-seven (37) administrative law judges in eight (8) adjudication offices around the State. The adjudication staff assists employers and workers in the settlement of any disputes that may arise because of the injury or occupational disease. These services include conferences, prehearings, mediations and hearings. Adjudication staff conducts these settings, issues awards and approves settlements (case resolutions). The adjudication offices are responsible for setting dockets and sending out the docket notices using AICS. The judges utilize the Remote Adjudication Module (RAM), a separate application which downloads AICS information directly into a laptop computer to be taken to a docket in a remote location. Adjudication staff uses RAM when holding a docket proceeding. After the docket, case information is uploaded from the judge's laptop into AICS, including such things as minute entries, attorney information, and future docket schedules. Adjudication office clerical staff process case resolutions through AICS, including Stipulations of Settlements, Awards and Dismissals. Appeals of administrative law judge decisions are made to the Labor and Industrial Relations Commission utilizing AICS for the appeal processing.
- d. Self-Insurance Unit: The Self-Insurance Unit is responsible for regulating all self-insured entities in Missouri, including individual self-insured employers and group trusts. The unit must ensure that all self-insured employers and group trusts comply with the Missouri Workers' Compensation law. The unit's primary functions are approval of new self-insured entities, regulation and oversight of existing self-insured entities, conducting case management and safety audits and administering the proof-of-coverage program. As of August 27, 2007, there were 322 individual self-insured employers and 28 self-insured trusts comprised of 3,393 employers. The unit accesses AICS when performing its audits, reviewing security levels, reviewing annual filings of self-insured entities, handling bankruptcy issues when a self-insured employer or trust becomes insolvent and addressing proof of coverage inquiries.
- e. Benefits Unit: This unit includes:
 - 1) *Second Injury Fund Payments* – The DWC receives and tracks Second Injury Fund surcharge payments and related collection measures and processes benefit payments awarded to injured employees.
 - 2) *Medical Fee Dispute Program* – The DWC adjudicates applications filed by health care providers when a medical bill has been discounted or has not been paid by the employer/insurer. This information is maintained in AICS and docket notices are generated by AICS.
 - 3) *Physical and Vocational Rehabilitation* – The DWC certifies physical rehabilitation facilities and awards or denies Second Injury Fund benefits for attending physical therapy. This unit also

approves, with the assistance of the Division of Vocational Rehabilitation, vocational rehabilitation plans to retrain workers to return to work.

- f. Dispute Management Unit: – DWC Mediators provide mediation services to workers' compensation parties. Information Specialists also provide services that include answering calls from injured workers, insurers and employers. This unit also completes requests for workplace injury histories for employers who have hired new employees. AICS is used to complete all of these tasks and functions.
- g. Missouri Workers' Safety Program: – This Program assists Missouri businesses in establishing safe and healthy workplaces. On-site consultations are conducted at the request of the employer to evaluate hazards within the workplace. Further, the Program certifies and annually reviews the safety programs of insurance carriers licensed in the state.
- h. Fraud and Noncompliance Unit: This unit Investigates allegations of fraud and noncompliance in the workers' compensation system. Investigators review DWC records and documents in AICS during this process. The unit also accesses proof of coverage data contained in AICS and from the National Council for Compensation Insurance (NCCI) to evaluate noncompliance issues. Cases are referred to the Attorney General's Office for prosecution.

1.7.4 The DWC receives case related information from the following documents:

- a. First Report of Injury (Form WC-1-EDI);
- b. Notice of Commencement / Termination of Compensation (WC-2);
- c. Claim for Compensation (WC-21);
- d. Answer to the Claim for Compensation (WC-22);
- e. Stipulation for Compromise Settlement (WC-G-11);
- f. Entries and Withdrawals of Appearance for Attorneys;
- g. Multiple other forms and documents as required by law and rule; and
- h. Other ancillary legal documents and correspondence.

The data contained on these documents is entered into AICS by case review and claims staff, electronically added from the Electronic Data Interchange (EDI) process and added by stakeholders entering First Reports of Injury (FROI) on the web. The use of EDI for electronic transmission of the FROI has continued to expand. Of 134,828 FROI processed to date for injury year 2006, 88% (119,075) were received through EDI. Paper forms are scanned and EDI forms are imported into the IBM Content Manager/WAF Image system. The data in AICS is maintained and retrieved by DWC personnel for multiple functions relating to case processing and administration, including printing of correspondence, setting dockets, adjudication services and dissemination of data to interested parties.

- 1.7.5 The DWC generates automated correspondence through AICS. Over 57,000 letters are produced monthly, consisting of over 50 different letter types.
- 1.7.6 AICS was implemented in September, 1997 and has served as the DWC's computer system since that time. AICS is a highly complex system that serves multiple purposes and users. Over time there have been significant modifications to AICS and it continues to meet the general needs of the DWC. Nevertheless, business process improvements are needed to accommodate changes in business. Future automation needs must be evaluated along with utilization and reliability of data.
- 1.7.7 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. CONTRACTUAL REQUIREMENTS

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

- 2.1.1 **Acceptance** shall mean ITSD-DOLIR's and DWC's acceptance of a deliverable. Acceptance will be provided to the contractor in writing by ITSD-DOLIR and DWC at the end of the Acceptance Review Period which shall not exceed fifteen (15) business days unless the agency notifies the contractor in writing that additional time is needed for further review. The ITSD-DOLIR and DWC shall not unreasonably withhold Acceptance.
- 2.1.2 **Acceptance Review** shall mean that the proposed deliverable product shall be reviewed to ensure that it meets and/or exceeds the mandatory requirements/specifications described in the RFP.
- 2.1.3 **Change Management Plan** shall mean defining and implementing procedures and/or technologies to deal with changes in the business or system environment and to maximize benefits from changing parameters. The change management plan shall include procedures for at least three different aspects: adapting to change, controlling change, and effecting change.
- 2.1.4 **Logical Architecture** shall mean the identification of the System components (and their dependencies) that provides the software services needed to meet the business goals/RFP requirements for deployment. Logical Architecture involve the process and documentation to derive a more precise, detailed and unambiguous depiction of the system components through the provision of well-defined interfaces and component specifications, and key architectural mechanisms. The Logical Architecture provides a detailed "blueprint" from which component developers and component users can work in relative independence. It incorporates the detailed Architecture Diagram (with interfaces), Component and Interface Specifications, and Component Collaboration Diagrams, along with discussion and explanations of mechanisms, rationale, etc.
- 2.1.5 **Must** means that a certain feature, component, or action is a mandatory condition.
- a. The offeror's proposal response shall not take exception to or conflict with the mandatory requirements of the RFP (denoted by the words "must" and "shall"). Failure to fulfill mandatory requirements shall make the offeror's proposal response to be considered unacceptable and thus may result in the proposal response no longer being given consideration in the evaluation process. The State of Missouri shall not award a noncompliant proposal.
- 2.1.6 **Physical Architecture** shall mean the process and documentation that maps the components onto the process of the physical system, with attention being focused on such concerns as throughput and scalability. The Physical Architecture forms a high-level structure around the processes and data flows in the Logical Architecture. The principal elements in the physical architecture are the subsystems and architecture flows that connect the subsystems into an overall structure. The physical architecture takes the processes identified in the logical architecture and assigns them to subsystems. In addition, the data flows (also from the logical architecture) are grouped together into architecture flows. These architecture flows and their communication requirements define the interfaces required between subsystems, which form the basis for much of the ongoing standards work.
- 2.1.7 **Project Status Reports** shall mean a report that helps to plan, coordinate, and track specific tasks in a project. The contractor and the agency project staff shall regularly review project status, compare budget to actual values and present to Project Manager/Sponsor. This control process gives management a comprehensive view of the current project status. The project status report will at a minimum detail the activities and results of the following activities:
- a. Reviewing the completed activities and comparing to plan;
- b. Identifying milestones reached and comparing to plan;

- c. Identifying deliverables completed comparing to plan; and
- d. Identifying problems or issues.
- e. In addition, the project status report(s) shall at a minimum detail the performance measurements to help assess the magnitude of any variances that will invariably occur:
 - 1) Planned value (PV) – the budgeted cost for the work scheduled to be completed up to a given point in time
 - 2) Earned value (EV) – the budgeted amount for the work actually during a given time period
 - 3) Actual cost (AC) – the total cost incurred in accomplishing work during a given time period
 - 4) Estimate to complete (ETC) - Expected additional cost needed to complete an activity, a group of activities or the project
 - 5) Estimate at completion (EAC) - A forecast of total project costs based on project performance
 - 6) Cost variance (CV) – the difference between the estimated cost of an activity and the actual cost of an activity. $CV=EV-AC$
 - 7) Schedule variance (SV) – the difference between the scheduled completion of an activity and the actual completion of an activity. $SV=EV-PV$
 - 8) Cost performance index (CPI) – used as a cost efficiency indicator. $CPI=EV/AC$. A CPI value less than 1.0 indicates a cost overrun.
 - 9) Schedule performance index (SPI) – used to predict the completion date and used in conjunction with the CPI to forecast the project completion estimates. SPI equals the ration of the EV to the PV. $SPI=EV/PV$

2.1.8 **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, products, supplies, and/or services as required in the RFP document.

2.1.9 **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 Division of Purchasing and Materials Management (DPMM).

2.1.10 **Shall** has the same meaning as the word must.

2.1.11 **Should** means that a certain feature, component and/or action is desirable but not mandatory. Note: meeting desirables is usually given positive consideration in the subjective evaluation.

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

2.2 **Contract and Entire Agreement:**

2.2.1 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" or by "purchase order". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

- a. The State of Missouri shall not sign or execute any additional contract, professional services agreements, or other agreements containing contractual terms and conditions as a result of this procurement.

2.2.2 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 unless the purchase is equal to or less than \$3,000. State purchases equal to or less than \$3,000 may be processed with a purchase order or other form of authorization given to the contractor at the discretion of the state agency.

2.2.3 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

2.2.4 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 or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

2.3 Contract Period:

2.3.1 The original contract period shall be Date of Award through One Year. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period.

2.4 Renewal Options:

2.4.1 The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for one (1) additional one-year period, 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, including prices, shall remain the same and apply during the renewal period.

2.5 Contract Extension:

2.5.1 In the event of an extended re-procurement effort and the contract's available renewal options have been exhausted, the Division of Purchasing and Materials Management reserves the right to extend the contract. If exercised, the extension shall be for a reasonable period of time not to exceed one hundred and eighty (180) days as mutually agreed to by the state and the contractor at the same terms, conditions, provisions, and pricing in order to complete the procurement process and to transition to the new contract.

2.6 Price:

2.6.1 All prices shall be firm, fixed and as indicated in Exhibit A (the Pricing Pages). The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

2.7 Invoicing and Payment Requirements:

2.7.1 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor ACH/EFT Application which is downloadable from the following website: <http://www.oe.mo.gov/purch/vendorinfo/vendorach.pdf>. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFP.

2.7.2 The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Payment Website at <https://www.vendorpay.oe.mo.gov>.

2.7.3 The contractor shall submit invoices to the following address:

Rob Davis,
Director of Information Technology
Office of Administration
Information Technology Services Division-DOLIR
P.O. Box 59
421 E. Dunklin St
Jefferson City, MO 65104

- 2.7.4 Payments shall be made as indicated in Exhibit A upon successful completion and final acceptance of each of the deliverable item(s). Upon acceptance and signoff of each of the documents, the contractor shall be paid the total contracted amount listed in Exhibit A for that deliverable less 20% for the holdback amount.
- 2.7.5 Payment Holdback: The state shall hold back 20% of the deliverables pricing until the last deliverable item has been completed and acceptance of the entire deliverables of the project has been provided by the agency.
- 2.7.6 All payments, however, shall be subject to the conditions listed in the subparagraphs below.
- a. In no event shall the total amount paid the contractor for the business analysis exceed the firm, fixed price stated on the Exhibit A Pricing Page.
 - b. For professional consultation and/or testimony after completion and acceptance of the contract project work, and if the contract is renewed for additional contract periods for testimony at public hearings and consultation services, the contractor shall be paid the applicable hourly rate stated on the Pricing Page for the number of hours of testimony at public hearings and/or consultation services provided.
- 2.7.7 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor.

2.8 Liabilities:

- 2.8.1 The contractor shall agree that the State of Missouri shall not be responsible for any liability incurred by the contractor or the contractor's employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment and products provided by the contractor, except as otherwise provided in the contract.
- 2.8.2 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment, products, or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- 2.8.3 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- 2.8.4 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

2.9 Inventions, Patents, and Copyrights:

- 2.9.1 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.
- 2.9.2 The state agrees that the contractor has the right to defend or at its option to settle, and the contractor agrees to defend at its own expense or at its option to settle, any claim, suit or proceeding brought against the state on the issue of infringement of any United States patent or copyright by any product, or any part thereof, supplied by the contractor to the state under this agreement. The contractor agrees to pay, subject to the limitations hereinafter set forth in this paragraph, any final judgment entered against the state on such issue in any suit or proceeding defended by the contractor. The state agrees that the contractor at its sole option shall be relieved of the foregoing obligations unless the state notifies the contractor promptly in writing of any such claim, suit, or proceeding, and at the contractor's expense, gives the contractor proper and full information needed to settle and/or to defend any such claim, suit, or proceeding. If the product, or any part thereof, furnished by the contractor to the state becomes, or in the opinion of the contractor may become, the subject of any claim, suit, or proceeding for infringement of any United States patent or copyright, or in the event of any adjudication that such product or part infringes any United States patent or copyright, or if the use, lease, or sale of such product or part is enjoined, the contractor may, at its option and its expense: (1) procure for the state the right under such patent or copyright to use, lease, or sell as appropriate such product or part, or (2) replace such product or part with other product or part suitable to the state, or (3) suitably modify such product or part, or (4) discontinue the use of such product or part and refund the aggregated payments and transportation costs paid therefore by the state, less a reasonable sum for use and damage. The contractor shall have no liability for any infringement based upon: (1) the combination of such product or part with any other product or part not furnished to the state by the contractor, or (2) the modification of such product or part unless such modification was made by the contractor, or (3) the use of such product or part in manner for which it was not designed.
- 2.9.3 The contractor shall not be liable for any cost, expense, or compromise, incurred or made by the state in conjunction with any issue of infringement without the contractor's prior written authorization. The foregoing defines the entire warranty by the contractor and the exclusive remedy of the state with respect to any alleged patent infringement by such product or part.

2.10 Insurance:

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

2.11 Business Associate Provisions:

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

2.11.2 Permitted uses and disclosures of Protected Health Information:

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

- d. If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.
- e. The contractor may use Protected Health Information to provide Data Aggregation services to the state agency as permitted by 45 CFR 164.504(e)(2)(i)(B).

2.11.3 Obligations of the Contractor:

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

provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.

- h. At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- i. The contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.
- j. The contractor shall report to the state agency's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of 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.

2.11.4 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.

2.11.5 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.

- 2.11.6 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 contractual breach to the Secretary of the Department of Health and Human Services.

2.12 Termination:

- 2.12.1 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 just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

2.13 Assignment:

- 2.13.1 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.
- 2.13.2 Consent to Assignment shall only be granted when the assignee agrees to be bound by all of the terms and conditions of this contract agreement and the assignee operates the business as a continuation of such party's business. Any assignment of moneys shall be void and ineffective to the extent that such assignment attempts to impose upon the State of Missouri obligations to additional payment of such moneys, or to preclude the State of Missouri from dealing in all matters pertaining to the contract agreement including, but not limited to, the negotiation of amendments or the settlement of charges due.

2.14 Participation by Other Organizations:

- 2.14.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) participation levels committed to in the contractor's awarded proposal.
- a. The contractor shall prepare and submit to the Division of Purchasing and Materials Management a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops and/or MBE/WBEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing and Materials Management.
 - b. The Division of Purchasing and Materials Management and the Office of Supplier and Workforce Diversity (OSWD) will monitor the contractor's compliance in meeting the participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing and Materials Management determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.

- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs or other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded proposal.
 - 1) The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new entities. This approval shall not be arbitrarily withheld.
 - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure a replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.

2.15 Contractor Status:

- 2.15.1 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.

2.16 Subcontractors:

- 2.16.1 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.

2.17 Coordination:

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

2.18 Transition:

- 2.18.1 Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to insure an orderly transition of services and responsibilities under the contract and to insure the continuity of those services required by the state agency.
- 2.18.2 Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to insure an orderly transfer of responsibility and/or the continuity of those services required under the terms

of the contract to an organization designated by the state agency, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities:

- a. The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the state agency and/or to the state agency's designee within seven (7) days after receipt of the written request.
- b. The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to insure the completion of such service prior to the expiration of the contract.

2.19 Property of State:

- 2.19.1 All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.

2.20 Confidentiality:

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

2.21 Substitution of Personnel:

- 2.21.1 The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.
- 2.21.2 At the agency's request and with reasonable justification, the contractor shall provide immediate replacement of any of the contractor's staff providing services under the contract if deemed to be in the best interests of the agency.

2.22 Contractor's Personnel:

- 2.22.1 The contractor understands and agrees that by signing the RFP B2Z08028, they certify the following:
- a. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
 - b. If the contractor is found to be in violation of this requirement or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.

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

2.23 Replacement of Damaged Product:

- 2.23.1 The contractor shall be responsible for replacing any item received in damaged condition at no cost to the State of Missouri. This includes all shipping costs for returning non-functional/damaged items to the contractor for replacement.

2.24 Substitutions of Products/Services:

- 2.24.1 The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Division of Purchasing and Materials Management.
- 2.24.2 The state reserves the right to allow the contractor to substitute any new product or service offered by the contractor on all undelivered and future orders if the quality is equal to or greater than the product/service under contract and if the prices are equal to or less than the contract prices. The Division of Purchasing and Materials Management shall be the final authority as to acceptability.
- 2.24.3 In event of manufacturer discontinuation, the contractor shall substitute item(s) with equal or better capabilities for equal or less cost than the discontinued item(s). The contractor shall not substitute any item(s) without the prior written approval of the Division of Purchasing and Materials Management. The Division of Purchasing and Materials Management shall be the final authority as to acceptability of requested substitutions and reserves the right to accept or reject any substitution requests.

2.25 Intellectual Property Rights:

- 2.25.1 The contractor hereby warrants that it has and will continue to have free and clear title (including all proprietary rights) to any Products delivered to the State of Missouri or the right to license, transfer or assign any and all products that are licensed, transferred, or otherwise provided to the State by the contractor pursuant to this contract. Upon request of the State of Missouri, the contractor shall demonstrate that all aspects of the Licensed Software are its original work or that the contractor is authorized to sublicense on the terms stated herein. The State of Missouri shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the licensed software. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.

2.26 Software Piracy Prohibition:

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

3. PERFORMANCE REQUIREMENTS

3.1 General Requirements:

- 3.1.1 The contractor must provide business analysis consulting services which meet or exceed the specifications contained in this document.
- 3.1.2 The contractor must have prior experience in the workers' compensation industry particularly in the knowledge and business rules of a workers' compensation system either from the standpoint of reporting to a government jurisdiction or in support of the jurisdiction as related to an automated system.
- 3.1.3 The State of Missouri shall not guarantee any minimum or maximum amount of the contractor's products/services that may be required under the contract. The contractor shall provide products/services on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever.
- 3.1.4 The contractor must research, conduct, and provide a written business analysis with subsequent recommendation, of the entire operation of the Division of Workers' Compensation (hereinafter referred to as the state agency), in accordance with the provisions and requirements stated herein. The business operations analysis must consider the DWC's future business needs, current business needs, current processes, reengineered processes, how data needs to flow, how data needs to be shared internally and externally, current architecture and architecture constraints, future architecture needs, data strategy, internal and external demands and requests from other Department of Labor and Industrial Relations (DOLIR) agencies, other state agencies and Workers' Compensation stakeholders and recommend short and long term solutions.
- 3.1.5 The business analysis of the DWC must contain the documents listed in the Deliverable Requirements Section 3.2 below. While understanding that the information contained in these documents will be technical in nature, every effort should be made to ensure the documents can be comprehended by individuals with a limited understanding of computer systems. The business analysis must include additional explanation of technical language where necessary, a glossary of all terms and an explanation of all methods used in the analysis.
- 3.1.6 The contractor's testimony at a public hearing is not anticipated, but may be required.
- 3.1.7 The contractor must provide a breakdown of expected DWC and ITSD-DOLIR staff time and the composition or type of staff that would be involved in producing the required deliverables for the business analysis.
- 3.1.8 The contractor must utilize Project Management Methodology to complete the requirements of the RFP. This methodology must adhere to the Missouri Project Management Best Practices Reference Manual - Version 4.0. (<http://www.oa.mo.gov/itsd/cio/projectmgmt/projectmgmtrefmanual.htm>).
 - a. The contractor must provide a Project Management Institute (PMI) Certified Project Manager. The contractor's Project Manager shall be responsible for all duties as outlined in the Missouri Project Management Best Practices Reference Manual. The contractor's project manager shall be the main point of contact for the ITSD-DOLIR Project Manager.
 - b. The contractor's Project Manager must develop and deliver at the Project Kickoff Meeting the detailed Project Plan. The Project Plan must be developed in accordance with the Missouri Project Management Best Practices Reference Manual and must at a minimum, include the following:
 - 1) Scope Management Plan,
 - 2) Work Breakdown Structure (WBS),

- 3) Quality Management Plan,
 - 4) Staffing Management Plan,
 - 5) Communication Management Plan,
 - 6) Change Management Plan,
 - 7) Risk Management Plan, and
 - 8) Issue Tracking Process.
- c. The contractor's Project Manager must develop and deliver at the Project Kickoff Meeting the Project Organization Chart which includes the Sponsor, Quality Assurance, Configuration Management, Steering Committee, Purchasing and Resources.
- 3.1.9 The state agency will provide all appropriate data, which it possesses, for the contractor's analysis in formats in which such data presently exists. Such information may exist in the form of paper files, paper file cards, and/or on computer records. Information contained in computer records will be made available for the contractor's analysis in the form of printed reports or in the form of computer records. Any supplementary data, which the contractor desires to utilize, which is not possessed by the state agency must be obtained directly by the contractor and at the contractor's expense.
- 3.1.10 Within two (2) weeks after notification of contract award, the contractor shall schedule and meet with the state agency in Jefferson City, Missouri, to discuss and obtain available information and instructions regarding the analysis. This meeting must be conducted in person.
- 3.1.11 Within thirty (30) days from the date of the initial conference with the state agency, the contractor must furnish to the state agency, a preliminary outline of the organizational structure of the final analysis report.
- a. The preliminary outline shall delineate the main topics and subtopics that shall later be described and addressed in detail in the final analysis report.
 - b. Beneath each topic and subtopic, the contractor shall furnish a brief narrative description of what shall be encompassed by the topic or subtopic.
 - c. The state agency shall have the right to approve/disapprove, edit, modify, and/or rearrange the organizational structure, topics and subtopics, as it deems necessary to ensure the inclusion of any detail necessary.
- 3.1.12 In accordance with the finalized Project Plan, the contractor must submit the final analysis report to the state agency on the date specified in the Project Plan.
- a. At least (2) weeks prior to the submission of the final analysis report the contractor shall present to the state agency, a draft of the final analysis report. The contractor shall agree and understand that the state agency shall have the right to modify and/or require additional elaboration as it deems necessary to ensure a comprehensive and thoroughly written analysis report.
 - b. The contractor must submit two (2) original signed copies of both the draft and the final analysis report to the state agency.
- 3.1.13 Until the submission and approval by the state agency of the final analysis report, the contractor must submit Project Status Reports to the state agency on a bi-monthly basis outlining the specific tasks or accomplishments made during the monthly reporting period and completed to date, as well as a summary of those accomplishments yet to be made. The Project Status Report shall be reviewed at a bi-monthly status meeting with the project team members to be held at ITSD-DOLIR or DWC. A Steering Committee meeting shall be held on a monthly basis. The contractor's project manager or approved replacement must attend all bi-monthly status meetings and Steering Committee meetings for the project. The contractor must inform, advise and coordinate all major issues with the Steering Committee.

- a. The contractor must continue to perform in a timely and efficient manner as evidenced by the Project Status Reports submitted, and, in the opinion of the state agency, must be able to complete the business analysis by the agreed upon date that is specified in the Project Plan.
- 3.1.14 The contractor must consult with state agency personnel as necessary and as desired by the state agency, regarding the findings of the business analysis and/or basis for the assumptions made to arrive at the conclusions. The contacts are listed below:
- a. Billing, invoice and timely service: Rob Davis, Director of Information Technology, ITSD-DOLIR
 - b. Information Systems/technical: Stuart Huddleston, ITSD-DOLIR
 - c. Business Rules: Susan Edoho, DWC Project Manager
- 3.1.15 All interviews and data collection required for the business analysis must be performed on-site at ITSD-DOLIR or DWC. ITSD-DOLIR and DWC shall provide all appropriate and necessary equipment, hardware and workspace for on-site work. ITSD-DOLIR must pre-approve any hardware or software used by contractor. (Note: The contractor shall be responsible for costs associated with licensing software tools that may be necessary to perform a particular consulting service – e.g. project management software tools needed when performing project management consulting services. However, any software used should be the same as or compatible with the software used by the agency for which the work is being performed.).
- 3.1.16 When the contractor is requested to perform services on-site at the state agency facility, the work performed must occur during the normal business hours, unless the agency has otherwise authorized after-hours access for the contractor. It shall be at the agency's sole discretion as to allow the contractor's staff any after-hours access to the agency facility. No overtime payment shall be allowed.
- 3.1.17 Unless otherwise specified herein, the contractor shall furnish all material, labor, equipment and supplies necessary to perform the services required herein.

3.2 Deliverable Requirements:

- 3.2.1 The contractor must produce the twelve (12) comprehensive documents listed below. Each of the comprehensive documents must meet the criteria listed for that document within the RFP (such as Section 3 and the Exhibits) as it pertains to the entire business operations of DWC. The contractor must be aware that additional documents may also need to be produced as deemed necessary by the business analysis. These additional documents, if needed and requested by the agency shall be priced and processed through a Project Assessment Quotation (PAQ) (refer to section 3.15).
- 1) Walk Through / Business Operations
 - 2) Workflow Diagrams of Current operations
 - 3) Review of Current Information Systems
 - 4) Current Needs Assessment
 - 5) Future Needs Assessment
 - 6) Workflow Diagrams of Future operations
 - 7) Data Strategy
 - 8) Value Assessment
 - 9) Risk Assessment
 - 10) Constraints
 - 11) Skills Assessment
 - 12) Recommendations
- 3.2.2 As each of the comprehensive documents listed in 3.2.1 are completed, the contractor must obtain acceptance from the State before that document shall be deemed completed. Work may continue on additional documents during the acceptance process. Acceptance for each document shall include ITSD-DOLIR and DWC signatures.

- 3.2.3 As each of the comprehensive documents listed in 3.2.1 are prepared, the contractor should identify current changes and make recommendations as applicable that could have immediate positive impact for the DWC. These shall include such items as current business process changes, current information system changes and current workflow changes.

3.3 Walk Through / Business Operations:

- 3.3.1 The contractor must provide the document titled Walk Through / Business Operations.
- 3.3.2 The Walk Through / Business Operations document must contain the detailed flow of information through the Division of Workers Compensation, based on research and review of the current business functions.
- 3.3.3 The Walk Through / Business Operations document must clearly detail the following:
- a. External entities,
 - b. Control points,
 - c. Manual operations,
 - d. Automated operations,
 - e. Data flow,
 - f. Data strategy, and
 - g. Architectures.

3.4 Workflow Diagrams of Current Operations:

- 3.4.1 The contractor must provide the document titled Workflow Diagrams of Current Operations.
- 3.4.2 The Workflow Diagrams of Current Operations document must provide a formal analysis of the current workflow within the organization that shows the relationships between all processes and activities from start to finish.
- 3.4.3 The Workflow Diagrams of Current Operations document must clearly detail the following:
- a. Flows,
 - b. Processes,
 - c. Stores, and
 - d. External entities.
- 3.4.4 The document must be traceable to prior documents.

3.5 Review of Current Information Systems:

- 3.5.1 The contractor must provide the document titled Review of Current Information Systems.
- 3.5.2 The Review of Current Information Systems document must cover the information systems currently used by the Division of Workers' Compensation and address ineffectiveness in relation to the Walk Through / Business Operations and the Future Needs Assessment documents in writing.
- 3.5.3 The contractor must review the current information systems, with the highest attention to AICS and the IBM Content Manager/WAF Image System, as they relate to Future Needs, and clearly define gaps / deficiencies in relation to meta-data, Data Strategy and Architecture. The gaps or deficiencies must be traceable to previous documents, observations, meetings, and any other such findings or communications. All supporting documentation on deficiencies and interview notes must be contained in exhibits/appendices within the document.
- 3.5.4 The contractor must in writing detail deficiencies in the current information systems, but not limited to just the following items:

- a. Data reliability,
- b. Data accuracy,
- c. System controls,
- d. Organizational structure,
- e. Customer concerns,
- f. System usability, and
- g. Disaster recovery.

3.6 Current Needs Assessment:

- 3.6.1 The contractor must provide the document titled Current Needs Assessment.
- 3.6.2 The Current Needs Assessment document must identify an inventory of needs that are not being met, based on contractor interviews and observations.
- 3.6.3 Items not traceable to the Walk Through / Business Operations document must be traceable to interview notes, laws, administrative rules or other regulations. All interview notes must be contained in exhibits/appendices within the document.

3.7 Future Needs Assessment:

- 3.7.1 The contractor must provide the document titled Future Needs Assessment.
- 3.7.2 The Future Needs Assessment document must identify the future business requirements of the Division of Workers' Compensation based on contractor interviews and observations. This information must be traceable to the Walk Through / Business Operations document. In those cases where future or new requirements are not within the current business functions, those functions must be noted.
- 3.7.3 Items not traceable to the Walk Through / Business Operations document must be traceable to interview notes, laws, administrative rules or other regulations. All interview notes must be contained in exhibits/appendices within the document.

3.8 Workflow Diagrams of Future Operations:

- 3.8.1 The contractor must provide the document titled Workflow Diagrams of Future Operations.
- 3.8.2 The Workflow Diagrams of Future Operations document must provide the future proposed workflow within the organization, including all flows, processes, stores and external entities.
- 3.8.3 The document must contain definitions of data, data stores, and related meta-data.
- 3.8.4 The document must be traceable to prior documents, and document the gaps and differences in detail between the current Workflow and the proposed Workflow.

3.9 Data Strategy:

- 3.9.1 The contractor must provide the document titled Data Strategy.
- 3.9.2 The Data Strategy document must review the data used by the DWC, not only from the information technology view but also meta-data. This document must identify how the data is shared and used within and between the Division of Workers Compensation, Department, internal customers and external customers to achieve its goals.

- 3.9.3 The contractor must understand that the definition of meta-data is the detailed description of the data; the documentation of data elements, records, tables, files, lengths, location, formats, ownership, how updated, update frequency, data definitions and what views it is used in.
- 3.9.4 The contractor must provide a complete review of the data strategy that must include all data used in the DWC business processes.
- 3.9.5 This data strategy review must be traceable to files, records, email or whatever media is currently used. This must be traceable to interview notes and additional items contained in exhibits/appendices within this document.

3.10 Value Assessment:

- 3.10.1 The contractor must provide the document titled Value Assessment.
- 3.10.2 The Value Assessment document must contain a detailed cost benefit analysis. The document must address the costs of implementing the Recommendations (refer to section 3.14). The document must order recommendations from most beneficial to least beneficial.
- 3.10.3 This document must have traceability to the Recommendations document.

3.11 Risk Assessment:

- 3.11.1 The contractor must provide the document titled Risk Assessment.
- 3.11.2 The Risk Assessment document must identify the risks associated with change vs. the risks associated with not changing and provide a detailed explanation of each risk.
- 3.11.3 The contractor must point out risks revealed in prior documents, and the risks must be traceable to such documents or noted that they are not traceable and why.

3.12 Constraints:

- 3.12.1 The contractor must provide the document titled Constraints.
- 3.12.2 The Constraints document must contain a detailed analysis of all constraints found in analysis and identify those items that are issues in going forward with the project.
- 3.12.3 The document must provide traceability of constraints to prior documents and/or meeting notes.

3.13 Skills Assessment:

- 3.13.1 The contractor must provide the document titled Skills Assessment.
- 3.13.2 The Skills Assessment document must contain a detailed analysis of all skill sets needed by DWC and ITSD-DOLIR staff for the Recommendations to be successful (refer to section 3.14).
- 3.13.3 The contractor must address skill sets in at least two areas:
 - a. The area of Information Technology, that is skills needed within ITSD–DOLIR, and
 - b. The area of skills required within the Division of Workers Compensation.
- 3.13.4 The contractor's Skills Assessment document must clearly define skills that are currently present and skills not present, in relation to the Recommendations.
- 3.13.5 The contractor's Skills Assessment document must show traceability to Recommendations.

- 3.13.6 The contractor's Skills Assessment document must have traceability on their statements to meeting notes, prior documents, e-mail, etc. and these documents must be contained in the document.

3.14 Recommendations:

- 3.14.1 The contractor must provide the document titled Recommendations.
- 3.14.2 The Recommendations document must provide the best course of action based on the documents prepared and identify what needs to be created to correct deficiencies and satisfy future needs of the DWC.
- 3.14.3 The Recommendations document must address, but is not limited to the following items:
- a. Data;
 - b. Data Structures;
 - c. Architectures;
 - d. Estimated costs;
 - e. IT Direction;
 - f. Organization;
 - g. Process;
 - h. Staffing;
 - i. Timeliness;
 - j. Timetable; and
 - k. Sourcing.
- 3.14.4 The contractor must specifically address logical and physical architectures that shall accommodate future requirements. The contractor must review other DOLIR agency information systems when considering architecture recommendations and leverage existing technical architecture where possible. The contractor's architecture recommendations must conform to Missouri Enterprise Architecture Standards (refer to the following web site for further information: <http://www.oa.mo.gov/itsd/operations/index.htm>).
- 3.14.5 The contractor must specifically address data strategies that shall accommodate future requirements. The contractor must review other DOLIR agency information systems when considering data strategies and identify opportunities to share common data across DOLIR information systems.
- 3.14.6 The contractor must provide a list of tasks and time frames to complete the recommendations that is divided into measurable deliverables. Each deliverable listed in 3.14.3 and the subparagraphs thereof must have acceptance by ITSD-DOLIR.
- 3.14.7 The recommendations must have traceability to the contractor's prior documents. Recommendations that cannot be directly traced must be explained in the utmost detail so management can understand such issues fully. New technology introduced in the recommendations must address possible costs, training, and related items.

3.15 Project Assessment Quotation (PAQ):

- 3.15.1 Project Assessment Quotations: For additional analysis services related to the purpose of this RFP not described in the RFP (outside of the contract requirements included herein), 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. 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.
- 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 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 unreasonable delayed or withheld by the state.

h. STEP 8: COST RECOVERY FOR CONTRACTOR

Project costs for the PAQ project work shall be reimbursable upon formal acceptance by the 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 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.

3.16 Other:

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

4. OFFEROR'S INSTRUCTIONS AND REQUIREMENTS

4.1 Preparation and Submission of Proposals:

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

4.1.2 Proposal Preparation:

- a. **Submit Hard Copies and Electronic Copies:** When submitting their response, the offeror should include:
 - 1) their original proposal in hard copy format and should include nine (9) additional copies for a total of **ten (10) hard copy documents** and is strongly encouraged to include
 - 2) an electronic version (in Microsoft compatible format on a CD[s]) of their entire proposal included with the offeror's original proposal and all nine (9) copies for a total of **ten (10) electronic copy documents**.
- b. The front cover of the original hard copy proposal should be labeled "**original**" and the front cover of all copies should be labeled "**copy**."
- c. All pages of the entire proposal should be **page numbered** in some fashion for easy reference.
- d. **Preferred Response Format:** Offerors are strongly encouraged to structure their proposal so that each of the RFP paragraphs precede the offeror's individual responses. Offerors are strongly discouraged from referring evaluators to other sections of their proposal to find the response to a particular RFP provision. Poorly organized and poorly prepared proposals may result in reduced subjective evaluation consideration being given.
- e. Both the original and the copies should be printed on **recycled paper** and **double sided**. All proposals and copies should minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves and binding.
- f. At the conclusion of the procurement process, the Division of Purchasing and Materials Management will image the offeror's proposal. For ease of subsequent imaging, the offeror is encouraged to submit their proposal on **loose leaf paper** in a **notebook or binder**.
- g. Offeror should limit the proposal's contents only to items that provide substance, quality of content, and clarity of information.
- h. Offeror's proposal should be well-organized, straightforward, and **easy to review**. Offeror should organize the pages of their proposal into the following **tabbed** sections:
 - 1) Signed RFP and RFP Amendment Cover Pages
 - 2) Table of Contents
 - 3) Transmittal Letter/Executive Summary
 - 4) Exhibit A: Pricing Pages
 - 5) Exhibit B: Experience, Expertise, & Reliability
 - 6) Exhibit C: Method of Performance
 - 7) Exhibit D: MBE/WBE and Blind/Sheltered Workshop Participation
 - 8) Exhibit E: Other Requested Information

- 4.1.3 Open Records: The offeror's proposal shall be considered open record upon award of the RFP pursuant to Section RSMo 610.021 (State of Missouri Revised Statutes), which may be viewed at the following web site link: <http://www.moga.mo.gov/statutes/C600-699/6100000021.HTM>. The offeror shall not submit their entire proposal as proprietary or confidential. Also, the offeror shall not submit any part of their proposal as confidential unless the proprietary or confidential nature of the material is provided for in the above-referenced statute. Proprietary or confidential portions of the offeror's proposal allowed by the statute shall be separated, sealed and clearly marked as confidential. Also, the offeror shall provide adequate explanation of what qualifies the material as being held confidential under the provisions of the statute.
- 4.1.4 Preprinted Marketing Materials: The offeror may submit preprinted marketing materials with the proposal. However, the offeror is advised that such brochures normally do not address the needs of the evaluators with respect to the technical evaluation process and the specific responses which have been requested of the offeror. The offeror is strongly discouraged from relying on such materials in presenting products and services for consideration by the State.
- 4.1.5 Compliance with 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.
- 4.1.6 Business Compliance: The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that he/she and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but may not be limited to:
- Registration of business name (if applicable)
 - Certificate of authority to transact business/certificate of good standing (if applicable)
 - Taxes (e.g., city/county/state/federal)
 - State and local certifications (e.g., professions/occupations/activities)
 - Licenses and permits (e.g., city/county license, sales permits)
 - Insurance (e.g., worker's compensation/unemployment compensation)

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

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

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

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

4.2 Evaluation:

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

- a. Cost80 points
- b. Experience, Expertise, & Reliability..... 60 points
- c. Method of Performance.....50 points
- d. MBE/WBE Participation.....10 points

4.2.2 Cost Evaluation: The evaluation shall cover the original contract period plus renewal periods. The cost evaluation shall include all mandatory requirements. However, the State of Missouri reserves the right to evaluate items proposed as optional items, if deemed necessary to meet mandatory requirements.

4.2.3 Subjective Evaluation: The evaluation of the offeror's experience, expertise and reliability, as well as, the offeror's method of performance shall be subjective based on fact. Information provided by the offeror in response to the exhibits of this RFP, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation.

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

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

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

- a. The offeror's failure to propose any commercially useful MBE/WBE participation shall result in a score of 0 in this evaluation category.

- b. Offerors proposing to meet or exceed the State of Missouri targets of 10% MBE and 5% WBE participation shall receive the maximum points in this category.
- c. Lesser participation commitments shall receive a lesser amount of the maximum points.

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

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

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

Definition -- Qualified MBE/WBE:

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

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

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

Fax: (573) 522-8078
Web site: www.oswd.mo.gov

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

a. In order to qualify for the ten bonus points, the offeror must meet following the conditions and provide the following evidence:

- 1) The offeror must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
- 2) The offeror must use the organization for the blind or sheltered workshop in a manner that will constitute an added value or provide a service required as part of the performance of the contract.
- 3) The offeror must provide the following information with the proposal:
 - Participation Commitment - The offeror must complete Exhibit D, Participation Commitment, by identifying the organization for the blind or sheltered workshop, the amount of participation committed, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror must be listed in the appropriate table on the Participation Commitment Form.
 - Documentation of Intent to Participate – The offeror must either provide a properly completed Exhibit D, Documentation of Intent to Participate Form, signed by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide; (2) must indicate the organization for the blind/sheltered workshop's commitment to aid the offeror in the performance of the required services and/or provision of the required products (identified by the Request for Proposal (RFP) number or other identifier) in an amount that must equal the amount specified on the offeror's Participation Commitment Form, Exhibit D; and (3) must include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

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

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

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

<http://www.lhbindustries.com>

<http://www.alphapointe.org>

d. Commitment – If the offeror's proposal is awarded, the participation committed to by the offeror on Exhibit D, Participation Commitment, as verified by the organization for the blind/sheltered workshop's documentation of intent to participate, shall be interpreted as a contractual requirement.

4.2.6 Question and Answer Conference: After an initial screening process, a question and answer conference may be conducted with the offeror, if deemed necessary. In addition, the offeror may be asked to make

an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's own expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.

4.2.7 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.

4.3 Offeror's Response to Evaluative Criteria:

- 4.3.1 Cost: 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.
- 4.3.2 Experience, Expertise, & Reliability: The offeror should provide information relative to the offeror's experience, expertise, and reliability as it relates to the requirements of this RFP. It is highly desirable that the offeror respond to the information requested in Exhibit B for purposes of evaluating the offeror's experience, expertise, and reliability.
- 4.3.3 Method of Performance: The offeror should provide information relative to the method of performance as it relates to the requirements of this RFP. It is highly desirable that the offeror respond to the information requested in Exhibit C for purposes of evaluating the method of performance.
- 4.3.4 Offeror's Minority Business Enterprise (MBE)/Women Business Enterprise (WBE) Participation and Blind/Sheltered Workshop Participation: The offeror should provide information relative to the offeror's organization's commitment to MBE/WBE participation and/or Blind/Sheltered Workshop participation as it relates to the requirements of this RFP in Exhibit D.

4.4 Other Requested Information:

- 4.4.1 The offeror should respond to the information requested in Exhibit E, Other Information.

EXHIBIT A
Cost (Pricing Pages)

A.1 REQUIRED PRICING

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

Payment Holdback: The state shall hold back 20% of the deliverables pricing until the last deliverable item has been completed and acceptance of the entire deliverables of the project has been provided by the agency.

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

DELIVERABLE DESCRIPTION	UNIT OF MEASURE	COST	HOLDBACK AMOUNT (20% OF COST)
1. Project Plan	Total	\$_____	\$_____
2. Walk Through / Business Operations	Total	\$_____	\$_____
3. Workflow Diagrams of Current Operations	Total	\$_____	\$_____
4. Review of Current Information Systems	Total	\$_____	\$_____
5. Current Needs Assessment	Total	\$_____	\$_____
6. Future Needs Assessment	Total	\$_____	\$_____
7. Workflow Diagrams of Future Operations	Total	\$_____	\$_____
8. Data Strategy	Total	\$_____	\$_____
9. Value Assessment	Total	\$_____	\$_____
10. Risk Assessment	Total	\$_____	\$_____
11. Constraints	Total	\$_____	\$_____
12. Skills Assessment	Total	\$_____	\$_____
13. Recommendations	Total	\$_____	\$_____
TOTAL COST:		\$_____	

EXHIBIT A - continued**TABLE A.2 OTHER REQUIRED PRICING**

The offeror must state below all other applicable costs necessary to satisfy the mandatory requirements of the RFP. Unless stated in Exhibit A, the state shall assume that absolutely no other fees or charges, including upgrade fees, will be assessed to the state whatsoever in connection with satisfying the RFP requirements.

DESCRIPTION/COMMENTS	UNIT OF MEASURE	UNIT PRICE
Project Assessment Quotation (PAQ) /statement of work consulting rates (please specify consultant classification and itemize classification rates – such as Business Analyst, Subject Matter/Functional Expert, Technical Writer, etc) – refer to section 3.15.	Per Hour	
No separate or additional travel expense payments and/or reimbursements shall be made to the contractor for providing any on-site services, therefore the contractor's travel expenses are required to be reflected/incorporated into the per hour rates specified in Exhibit A.		

TABLE A.3 OPTIONAL PRICING

The offeror may provide firm, fixed pricing for optional features/services, expansion options and/or enhancements for the proposed solution. Also list any pricing discounts.

DESCRIPTION/COMMENTS	UNIT OF MEASURE	UNIT PRICE

EXHIBIT B
Experience, Expertise, & Reliability
(evaluation is 60 points)

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

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

1. The offeror should describe any previous state government project experiences of a similar nature and complexity in scope, responsibility and technologies involved as what is described in this RFP. If the offeror has any specific experience with governmental Workers Compensation programs, then such experience **MUST** be listed and provide a description of the offeror involvement or depth of knowledge of the governmental Workers Compensation programs.
2. The offeror should provide up to three (3) reference contact information (name, role in project, phone and e-mail. **Please verify correct e-mail addresses prior to submitting**) for the projects described pursuant to the above in order to allow the evaluators to verify the information. Utilizing the table below (or in a similar format), the offeror should provide up to three references that we may contact.

In addition, the offeror should provide up to three references that we may contact for any/each subcontractor that the offeror proposes to meet the requirements of the RFP. Please clearly indicate which references are for subcontractor. Please make sure the contact information, including the email addresses, are current and available for reference contact.

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

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

EXHIBIT B - continued

Brief Description of Prior/Current Services Performed: (note specifically describe how this project work is similar in nature/complexity as what is described in this RFP)	
Status of Current Project / Results & Outcomes of the Project	

3. The offeror should list the key personnel proposed by the offeror and any subcontractor along with a description of the key personnel's duties and responsibilities. The offeror should provide detailed information about the experience and qualifications of the key staff assigned to this project. Identify whether the staff is that of the contractor or subcontractor.
 - The offeror should provide a resume for each key personnel to include the following information:
 - Name,
 - Job Title,
 - Education,
 - Training/Certifications,
 - Technical/Functional/Business experience within the past few years (not to exceed 7 years) especially as it relates to the RFP requirements in Section 3 and the background information stated in Section 1.7. Indicate the approximate percent (%) of time the contractor's staff person participated in the business analysis consulting services for each deliverable of the project.
 - Indicate their tenure with the offeror's company
 - Reference(s) - a minimum of one reference per key staff person should be provided that includes information regarding client name, title, company name, address, telephone number and email address.
4. The offeror should provide information that documents the depth (#) of resources (i.e., financial, supplies, facilities, infrastructure, and/or human resources, etc) to ensure completion of all RFP requirements. The offeror should document how sufficient resources will be provided to the State of Missouri.
5. The offeror should indicate whether there is currently and within the past twelve months any legal actions, suits, or proceedings, pending or threatened against the offeror's organization. Please explain. For any subcontractors proposed the same information should be provided for the subcontractor's organization. The offeror should provide a summary of the allegations made and/or contested or findings of the court of law, tribunal or dispute resolution process. This summary need not disclose confidential information of a disputed allegation of fact or law.

EXHIBIT C
Method of Performance
(evaluation is 50 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.

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

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

1. Describe your proposed method of performing the services via the Work Breakdown Structure (WBS), Staffing Plan and any other Project Plan components required. The offeror should briefly and sequentially describe the tasks or events that are proposed to accomplish requirements. "completion Day" should be specified as certain number of days from date of contract award until completion of the specific task. For evaluation purposes only, assume a January 1, 2008 contract award date. "Assigned Personnel" should be identified by name rather than project title unless such personnel are yet to be hired. "Work hours" should indicate that time each assigned person will spend on the specific task. In the event of overlapping or concurrent task, a graphic chart (e.g., PERT) should be attached. Clearly indicate the estimated time for completion of the project.
 - The work plan should also provide identification of the specific tasks within each component of the work plan that must be completed by the agency.
 - Fully describe what your assumptions were in developing the Project Plan/Implementation Schedule.

Task or Event	Task Completion Day	Assigned Personnel	Work Hours
PROJECT COMPLETION DATE:			

EXHIBIT C - continued

2. The proposed methodology for the proposed service solution should describe the following discipline areas and provide sample documents:
 - A. Description and Sample Documents of the Project Management Plan:
 1. Project Scope Management Plan
 2. Project Work Breakdown Structure
 3. Quality Management Plan
 4. Staffing Management Plan
 5. Communication Management Plan
 6. Change Management Plan
 7. Risk Management Plan
 8. Project Status Reporting
 - B. Description and Sample Documents of Business Analysis Documents:
 1. Walk Through / Business Operations
 2. Workflow Diagrams of Current Operations
 3. Review of Current Information Systems
 4. Current Needs Assessment
 5. Future Needs Assessment
 6. Workflow Diagrams of Future Operations
 7. Data Strategy
 8. Value Assessment
 9. Risk Assessment
 10. Constraints
 11. Skills Assessment
 12. Recommendations
3. The offeror should provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products. This description should include the following information:
 - The offeror should provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
 - The offeror should provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.
 - If any service offered under this RFP are being manufactured or performed at sites outside the continental United States, the offeror MUST disclose such fact and provide details with the proposal.

EXHIBIT C - continued

4. Response to Performance Requirements: Within the offeror's response to Exhibit B, the offeror should detail how they intend to satisfy the requirements outlined in the Performance Requirements **section 3** of the RFP. In doing so, the offeror should insert their response immediately following the paragraph to which they are responding in the Performance Requirements Section of the RFP. The offeror should describe how the requirements will be fulfilled by the proposed service offerings and to what degree the requirements are met and/or exceeded. This description should also include by whom, when, with what, why, where, etc., the requirements will be satisfied. PLEASE USE THE SAME PARAGRAPH NUMBERING SCHEME OF THE RFP WHEN RESPONDING TO EACH PERFORMANCE SPECIFICATION.

EXHIBIT D
PARTICIPATION COMMITMENT

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

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

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

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

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

EXHIBIT D - continued**DOCUMENTATION OF INTENT TO PARTICIPATE**

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

~ Copy This Form For Each Organization Proposed ~

1. Offeror
Name: _____

This Section To Be Completed by Participating Organization:

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

Indicate appropriate business classification(s):

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

Name of Organization _____

Contact Name: _____ Email: _____

Address: _____ Phone #: _____

City: _____ Fax #: _____

State/Zip: _____ Certification # _____

(or attach copy of certification)

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

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

If MBE/WBE: _____ % of Total Value of Contract

If Organization for Blind / _____ or % of Total Value of Contract
Sheltered Workshop: _____ Total Dollar Amount

Authorized Signature:

Authorized Signature of Participating Organization

Date

EXHIBIT E
Other Requested Information

E.1 CONTACT INFORMATION

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

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

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

E.2 OFFERORS AS EMPLOYEES

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

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

Name of state agency where employed: _____

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

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

1. TERMINOLOGY/DEFINITIONS

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

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

2. APPLICABLE LAWS AND REGULATIONS

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

- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

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

4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses

which will be modified via a clarification conference between the DPMM and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.

- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Prices offered shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, prices shall be firm for the specified contract period.
- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

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

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. Premium registered vendors may

view the same proposal response information on the state's On-Line Bidding/Vendor Registration System website. The contents of the responses shall not be disclosed at this time.

- b. Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

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

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from a offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding/Vendor Registration System website for Premium registered offerors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an e-mail address with their proposal will be notified of the award results via e-mail.

- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- o. The final determination of contract(s) award shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

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

10. INVOICING AND PAYMENT

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

11. DELIVERY

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

12. INSPECTION AND ACCEPTANCE

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

13. WARRANTY

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

14. CONFLICT OF INTEREST

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

15. REMEDIES AND RIGHTS

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

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.

- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

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

18. BANKRUPTCY OR INSOLVENCY

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

19. INVENTIONS, PATENTS AND COPYRIGHTS

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

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

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

21. AMERICANS WITH DISABILITIES ACT

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

22. FILING AND PAYMENT OF TAXES

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

23. TITLES

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

Revised 05/21/07

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