



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

RFP NO.: B2Z08051
TITLE: STATEWIDE MESSAGE SWITCH (SMS) SYSTEM
ISSUE DATE: 02/11/08

REQ NO.: NR 812 HP038000014
BUYER: JULIE BRANIGAN
PHONE NO.: (573) 751-4148
E-MAIL: Julie.Branigan@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 03/31/08 AT 2:00 PM CENTRAL TIME

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

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

CONTRACT PERIOD: DATE OF AWARD THROUGH TWO YEARS

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

MISSOURI STATE HIGHWAY PATROL (MSHP)
INFORMATION SYSTEMS DIVISION
1510 EAST ELM STREET
JEFFERSON CITY, MO 65101

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 12/04/07). 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

This section of the Request for Proposal (RFP) describes the purpose of this RFP and includes information about the Missouri State Highway Patrol (MSHP) and the Missouri Criminal Justice Modernization Project (MCJMP). The contents of this section are informational and do not require a response from offerors.

1.1 Purpose:

- 1.1.1 This document constitutes a request for sealed proposals from prospective offerors for the acquisition of software and support services to replace the Missouri State Highway Patrol (MSHP)'s current Statewide Message Switch (SMS) system located in Jefferson City, Missouri in accordance with the requirements and provisions stated herein.

1.2 Organization of RFP Document:

- 1.2.1 This document is divided into the following parts:

Section 1: Introduction

Section 2: Offeror's Instructions and Requirements

Section 3: Contract Provisions

Section 4: Technical Specifications

Section 5: Performance Requirements

Section 6: MSHP Current Operational and Technical Environments

State of Missouri Terms and Conditions Request for Proposal

[Separately Downloadable Documents]

Exhibit A: Offeror's Experience, Expertise, and References

Exhibit B: Offeror Strength and Stability

Exhibit C: Performance Plans and Missouri Resources

Exhibit D: Functional Specifications

Exhibit E: Technical Specifications

Exhibit F: Technical Solution Questionnaire

Exhibit G: IT Accessibility Standards

Exhibit H: Organization for the Blind/Sheltered Workshop and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Participation Commitment

Exhibit I: Pricing Pages/Cost Forms

Exhibit J: Proposal Checklist

Exhibit K: Conflict of Interest, Offerors as State Employees, and Confidentiality Statement

Exhibit L: Addendum to Offeror's Pre-Printed Terms and Conditions Documents

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

Attachment 1: MSHP Organizational Structure

Attachment 2: MSHP Information Systems Division Organizational Structure

Attachment 3: MSHP Troops and Zones

Attachment 4: MSHP Zone Office Locations

Attachment 5: Key Operational and Systems Volumes

Attachment 6: Employee/Vendor Information Forms

Attachment 7: MULES Security Policy

Exhibits / Attachments:

The offeror is advised that the exhibits and attachments described above require the offeror to provide requested information, pricing, and/or provide additional information and instruction to the offeror. However, Exhibits A-M and Attachments 1-6 are not part of this document, but, instead, must be downloaded from the State of Missouri website. Please refer to <https://www.moolb.mo.gov>. These exhibits and/or attachments shall be a separate downloadable document located on the same web page where the RFP document B2Z08051 is downloadable.

If the offeror desires to obtain the Attachment 7 (CDs of the MULES Security Policy), then the offeror is required to contact the buyer of record as indicated on the front page of this document to obtain a copy of this attachment prior to submitting a proposal. The offeror shall either pick up Attachment 7 CDs in person by going to the DPMM's office location at 301 West High Street, room 630, Jefferson City, MO or provide, at the offeror's expense, a means to ship the Attachment 7 CDs to the offeror. If the offeror intends to pick up the Attachment 7 CDs in person, then please email or call the buyer of record to schedule a time for such pick-up. It shall be the sole responsibility of the offeror to request the attachment 7.

It shall be the sole responsibility of the offeror to obtain the exhibits and/or attachments. **The offeror shall not be relieved of any responsibility for performance under the contract due to the failure of the offeror to obtain copies of the exhibits and/or attachments.** Failure of the offeror to submit an exhibit may result in minimal consideration in the evaluation of the offeror's proposal and may result in rejection of the proposal.

1.3 Background:

- 1.3.1 The MSHP is undertaking a comprehensive system update effort called the Missouri Criminal Justice Modernization Project (MCJMP). The MCJMP is intended to replace existing systems as needed and leverage existing systems where feasible in order to provide MSHP and the Missouri law and justice community with modern, integrated, highly available, cost-effective computing capabilities that will increase officer safety and support more effective operations. Implementation of the full range of MCJMP components will take several years and represents an important undertaking.
- 1.3.2 The MCJMP is a significant step for MSHP in its modernization of public safety systems. The MCJMP will enable MSHP to enhance law enforcement and public safety operations, increase system availability, improve information sharing, and increase management reporting capabilities. Implementing modern technology solutions will provide MSHP and other authorized law and justice users throughout Missouri with faster, more effective access to public safety information. The MCJMP will also allow MSHP to migrate from older technologies that are increasingly difficult to support to more cost-effective systems that are consistent with current and emerging computing standards and information technology (IT) workforce skills.
- 1.3.3 As the result of MTG Management Consultants (Seattle, WA) providing consulting services in the development of the RFP specifications for the MCJMP effort, which includes involvement in the development of RFP B2Z08051, MTG shall be excluded from participating in the resulting contract(s) as a contractor or subcontractor due to the perceived conflict of interest.
- 1.3.4 The scope of the MCJMP includes the key systems listed below. *Note: Systems are described in the order in which they are intended to be procured.* It is the agency's intent that for each system listed below in subparagraphs a through e, will be bid out under separate RFP solicitations. RFP B2Z08043 shall only be for the Computerized Criminal History (CCH) System, which has already been issued by the Division of Purchasing & Materials Management (DPMM). RFP B2Z08051 shall only be for the Statewide Message Switch (SMS) system.

- a. *Computerized Criminal History (CCH)* – Replace the in-house-developed, mainframe-based applications with application software, server hardware, and implementation/support services. CCH retains all felonies, selected misdemeanors, and local offenses. Key volumes include approximately 1,200,000 state identification (SID) numbers, 200,000 annual fingerprint submissions, and 900,000 annual background checks. An entity relationship diagram of the current CCH database is provided in attachment 6. The MSHP wants a system solution where their current mainframe applications are replaced with server-based applications that will be operated by the MSHP.
- b. *Statewide Message Switch (SMS) [also known as MULES – the Missouri Uniform Law Enforcement System]* – Replace the in-house-developed, mainframe-based state message switch (called MULES) with application software, server hardware, and implementation services. Key annual volumes include 14,400,000 person inquiries, 7,400,000 vehicle inquiries, 40,100,000 inquiry and “pass through” update transactions, 445,000 administrative messages, and 900,000 wanted/missing person records. MULES is used by over 600 Missouri law and justice agencies.
- c. *Computer Assisted Dispatching (CAD)* – Replace the current IBM RS/6000-based Logistic Systems, Inc. (LogiSYS) CAD system with application software, server hardware, and implementation services to support nine communications centers (one per troop). The nine communications centers support a total of 20 call-taker positions and 29 radio operator positions. The nine centers support an average combined total of 350 active patrol vehicles and a peak combined total of 650 active patrol vehicles. In 2005, annual calls for service were 489,000; this number is expected to increase to 560,000 by 2010.
- d. *Mobile Computing System (MCS)* – Replace the current LogiSYS mobile computing software and in-house developed automated field reporting (AFR) software with application software, server hardware, and implementation services to support mobile computing and AFR for at least 675 patrol vehicles.
- e. *Records Management System (RMS)* – Replace a variety of in-house-developed, mainframe-based applications with integrated RMS application software, server hardware, and implementation services. The RMS should improve the ability to link related information, information retrieval, and reporting/analysis functions. RMS will support 1,100 sworn personnel and 1,186 civilian personnel. Key annual volumes include 383,000 uniform traffic citations, 175,000 accident reports, and 27,000 arrest/ incident/investigation reports (SHP-325s).

1.3.5 There are many systems used by MSHP that are not in the scope of the MCJMP effort. Key systems that are outside the project scope include:

- Integrated Automated Fingerprint Identification System (IAFIS).
- Crime lab.
- Motor vehicle inspection.
- Driver examination.
- Commercial vehicle enforcement.
- Vehicle identification number (VIN) and title tracking.
- Roadway safety analysis.
- Timekeeping.
- Finance.
- Human resources (HR).

Although these systems are out of scope, some information may be shared with them as defined later in the RFP.

1.4 Tentative RFP Process Schedule:

- 1.4.1 Listed below are the significant milestones for this solicitation. The time frame listed for each milestone is approximate and subject to change.

Milestone	Date
RFP Release	02/11/08
Pre-Proposal Conference	02/22/08
Questions Due	03/14/08
Proposals Due (by 2 p.m.)	03/31/08
System Demonstrations/ Presentations (<i>if necessary</i>)	04/28/08- 05/02/08
Award Determination	06/20/08

- 1.4.2 Below is key information regarding the pre-proposal conference.

Date: **February 22, 2008**

Time: 1:30 p.m. to 3:30 p.m., CT.

Location: Room 500 of the Harry S Truman Building, 301 West High Street, Jefferson City, Missouri.

The conference will provide an opportunity for vendors to ask questions.

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.

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.

1.5 Offeror's Contacts:

- 1.5.1 Offerors and their agents (including 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 RFP Questions:

- 1.6.1 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, to the buyer of record, Julie Branigan, at Julie.Branigan@oa.mo.gov, regarding the RFP. Please provide such questions by no later than February 18, 2008. Such prior communication will provide the State of Missouri with insight into areas of the RFP which may be brought up for discussion during the conference and which may require clarification.
- b. 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.
- c. 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 **5:00 p.m. on March 17, 2008** may not be answered.

1.7 Funding:

- 1.7.1 MSHP has received grant funding for the MCJMP effort and has put in place an internal agreement to gradually fund the entire project. Therefore, it is expected that the successful proposal will include a time-duration financing or payment arrangement as part of the overall cost proposal.

2. OFFEROR'S INSTRUCTIONS AND REQUIREMENTS

This section of the RFP includes information and instructions that are integral to offerors offering a proposal response submission. Many of the instructional provisions require certain actions by the offeror in providing a proposal.

2.1 Preparation and Submission of Proposals:

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

2.1.2 All proposals should be typewritten on standard 8½ × 11 paper (larger paper is permissible for charts, spreadsheets, etc.).

2.1.3 Proposal Copies and Format:

- 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 six (6) additional copies for a total of **seven (7) 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 six (6) copies for a total of **seven (7) 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. 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.
- e. 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**.
- f. Offeror should limit the proposal's contents only to items that provide substance, quality of content, and clarity of information. It is highly desirable that the offeror respond in a complete but concise manner. It is the offeror's sole responsibility to submit information in its proposal as the information relates to the evaluation categories. The State of Missouri is under no obligation to solicit such information if it is not included in the offeror's proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of its proposal. Unnecessary information should be excluded from the offeror's proposal.

The offeror should present sufficient detailed descriptions of all products/services proposed. It is the offeror's responsibility to make sure all products proposed are adequately described so that a person with no technical expertise can clearly understand the proposed solution and its capabilities, processes, protocols/procedures, benefits and its limitations in fulfilling the RFP specifications and requirements.

The offeror's responses to requested information listed in the number Tab Sections below should be provided by the offeror in order to verify the management, functional, and technical resources,

proficiencies, and capabilities of the offeror, their proposed services, and their system solution. 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 EVALUATION CONSIDERATION AND MAY RESULT IN REJECTION OF THE OFFEROR'S PROPOSAL.

- g. Offeror's proposal should be well-organized, straightforward, and **easy to review**. Offeror should organize the pages of their proposal into the **tabbed** sections listed below.

The offeror may submit alternate proposal(s) for different system solutions; however, if the offeror plans on proposing alternate types of solutions then an entirely separate proposal document should be submitted that clearly separates/distinguishes the proposed solutions from each other. The Division of Purchasing & Materials Management shall only award one turnkey solution.

1) Tab 1: Signed Cover Pages

The offeror shall sign and return the cover page from the RFP and each RFP amendment (if any) with their proposal.

2) Tab 2: Table of Contents

A Table of Contents must be provided with the offeror's proposal. The Table of Contents should include section numbering and section heading information.

3) Tab 3: Transmittal Letter

An individual authorized to legally bind the offeror shall produce and sign a Transmittal Letter on official business letterhead. The Transmittal Letter should include:

- The complete name and address of the company and the name, mailing address, email address, fax number and telephone number for both the authorized signer and the person the state should contact regarding the proposal.
- A statement indicating that the offeror is a corporation or other legal entity.
- A statement that the offeror accepts the contract terms and conditions contained in this RFP. If an offeror chooses to take exception to any language, this statement must reflect this. If an offeror objects to any of the RFP language, the offeror must set out the objections in an appendix to their proposal. However, the offeror is 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. Such proposals may be redeemed *if* the state elects to enter into competitive negotiations and the non-compliance is resolved in the Offeror's Best and Final Offer (Refer to paragraph 2.2.6 regarding Competitive Negotiations). The offeror may suggest alternative language that clarifies the terms and conditions but does not alter the intent and provisions of the terms and conditions. The State shall not be bound to accept or negotiate any suggested alternatives.
- A statement explaining whether the Proposal submitted contains proprietary or confidential information. Note: 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.

- A statement confirming that the offeror is registered to do business in Missouri along with proof of the corporate charter number and a statement assuring that any subcontractor proposed is also licensed to work in Missouri.
- A statement that the offeror complies with the Missouri Procurement Code and all applicable local, state and federal laws, codes, and regulations.
- A statement that no attempt has been made or will be made by the offeror or its subcontractor(s) to induce any other company or person to submit or not to submit a proposal in response to this RFP.
- A statement that the offeror certifies that in connection with this procurement:
 - a. The prices proposed have been arrived at independently, without consultation, communication, or agreement, as to any matter relating to such prices with any other Offeror or with any competitor for the purpose of restricting competition.
 - b. Unless otherwise required by law, the prices quoted have not been knowingly disclosed by the offeror prior to award, directly or indirectly, to any other offeror or to any competitor. (This requirement is also to be fulfilled by other parties in the case of a joint venture or the use of subcontractors. Each party should certify separately for its own organization.)
- A statement indicating whether or not the offeror, subcontractor, or any individuals proposed to work on the project has a possible conflict of interest (e.g., employed by the State of Missouri) and, if so, the nature of that conflict.
- A statement that the proposal shall remain valid for a minimum period of one hundred and eighty (180) days after the proposal opening date.

4) **Tab 4: Executive Summary**

With their Transmittal Letter, the offeror should provide an Executive Summary that provides the Evaluation Committee and the state management with a collective understanding of the contents of the entire Proposal. The Executive Summary should briefly summarize the strengths of the offeror and their subcontractors and the key features of its proposed approach to meet the requirements of the RFP by phase/milestone, and its successful prior experience with Statewide Message Switch (SMS) system projects. This section should also include a summary of the offeror's Project Management Plans for each phase of the resulting contract. The Executive Summary Section should be limited to no more than fifteen (15) pages in length.

5) **Tab 5: Management Response**

Within the Management Response section the offeror should provide a response to the following Exhibits and requested information.

- Exhibit A: Offeror's Experience, Expertise, & References

Offerors and their subcontractors should clearly define their experience with projects providing SMS solutions for comparable enterprises, the company's implementation history, etc. The offeror should describe how they have successfully completed at least three solution implementations of comparable size and complexity to that needed by MSHP. In addition, offerors should indicate their proposed key personnel's experience.

The Evaluation Committee will contact the offeror's and their subcontractor's references to confirm information. Offerors and subcontractors should have satisfactorily completed or be completing the qualifying projects, as verified by the references, in order to receive evaluation points for this requirement.

- Exhibit B: Offeror Strength and Stability

Offerors and their subcontractors should provide information relating to the offeror's and subcontractor's organization, and other information to verify the offeror's and subcontractor's stability/reliability. MSHP is concerned about the overall company strength and viability to support the department with this solution.

- Exhibit C: Performance Plans and Missouri Resources

The offeror should provide the planning documents listed below and as described in Exhibit C for performing the requirements of the RFP for delivering and supporting the SMS system.

The language of the narrative/planning documents should be straightforward and limited to facts, perceived risks, solutions to problems, assumptions, task responsibilities of all parties involved in the project and plans of action.

Within the Performance Plans listed below, wherever applicable, the offeror should define their approach and techniques they propose to apply for managing and controlling agency projects. Specifically, the offeror should address their corporate oversight of state agency projects, project tracking and reporting the progress of the project, scope control mechanisms, milestone completion reporting, deliverables generation, cost and time tracking, issue resolution, quality assurance procedures to assess interim as well as milestone deliverables, staff performance monitoring, project staff transition or replacement, and measures taken to insure security and confidentiality of all data.

The Performance Plans and Resource response should include information pertaining to the following areas:

- a. A Project Management Plan to include:

1. Project Scope Management Plan to include Project Change Management Methodologies
2. Project Work Breakdown Structure to include a Project Schedule
 - For evaluation purposes only, assume a contract award date of June 20, 2008. Clearly indicate the total estimated time (# of days) for completion of the project.
3. Cost Management Plan
4. Quality Management Plan to include Test Plans
5. Staffing Management Plan to include identifying subcontractors and partners
6. Communication Management Plan

7. Status Reporting

- b. Risk Management Plan;
- c. Infrastructure Plan;
- d. Implementation Plan;
- e. Data Conversion Plan;
- f. Training Plan;
- g. System Documentation;
- h. Offeror's and subcontractor's Missouri presence and economic impact to Missouri; and
- i. Outside United States
 - If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the offeror must disclose such fact and provide details.

6) Tab 6: Functional Response

- Exhibit D: Functional Specifications

The evaluation of the offeror's system solution's functional capabilities shall be subjective based on the requirements stated in Exhibit D. Therefore, the offeror should present detailed information regarding the proposed system solution's functional capabilities to include information pertaining to the following:

- a. Overall Solution Approach
- b. Functional Specifications Response

This subsection of the Functional Response section will provide a comprehensive and written description of the offeror's approach to all functional specifications for the proposed application. SMS system functional specifications are provided in EXHIBIT D. Specifications that are mandatory are highlighted in yellow and phrased with the words "must" or "shall". Highly desirable specifications are highlighted in green.

NOTE: The definition of "**Must**" and "**Shall**" means that a certain feature, component, or action is a mandatory condition. The offeror's proposal response shall not take exception to or conflict with the mandatory requirements of the RFP (denoted by the words "must" and "shall"). Failure to fulfill mandatory requirements shall make the offeror's proposal response to be considered unacceptable/non-compliant and thus may result in the proposal response no longer being given consideration in the evaluation process.

After inserting the functional specifications tables in their response, offerors should first respond directly to each specification entry by placing an "X" in the applicable column in each row. Offeror's may mark "X" in more than one column for a particular functional specification; however, the offeror should provide an explanation of why more than one column was marked. Descriptions of each column heading are provided in the table below.

Immediately following the completed functional specifications tables, offerors should provide detailed explanations for their responses to each specification ID, according to the format outlined in the table below.

Specification ID	Explanation
<i>Current Capability</i>	
List <i>all</i> specification IDs in the same order as shown in the specifications tables.	For each specification ID listed, offerors should provide a <i>detailed explanation</i> of how the specification is met.
<i>Future Release</i>	
List <i>all</i> specification IDs in the same order as shown in the specifications tables.	For each specification ID listed, offerors should provide a <i>detailed explanation</i> of when and how the specification will be met within one (1) year of installation.
<i>Custom Development</i>	
List <i>all</i> specification IDs in the same order as shown in the specifications tables.	For each specification ID listed, offerors should provide a <i>detailed explanation</i> of how the specification will be customized, implemented, and maintained. The MSHP is interested in knowing the degree of or level of effort needed to provide the customization (<i>i.e., minor customization that can be provided to the agency within a week's time or a high level of effort for the customization requiring more than 6 months to provide to the agency, etc</i>). NOTE: For desirable specifications, if there is an associated cost for the custom development and costs for its on-going maintenance support such costs must be stated in Exhibit I, Table I.3 entitled "Optional Costs".
<i>Not Available</i>	
List <i>all</i> specification IDs in the same order as shown in the specifications tables.	For each specification ID listed, offerors should provide a <i>detailed explanation</i> of why they chose not to address the specification.

NOTE: Each functional specification should be specifically addressed in the proposal, or an assumption will be made that the offeror cannot accomplish the specification and/or deliverable. MSHP seeks solutions that meet all specifications with no or minimal customization required.

7) Tab 7: Technical Response

- Exhibit E: Technical Specifications

The evaluation of the offeror's system solution's technical capabilities shall be subjective based on the requirements stated in Exhibit E. Therefore, the offeror should present detailed information regarding the proposed system solution's technical capabilities to include information pertaining to the following:

In this section of the Technical Response the offeror should provide a comprehensive and written description of the offeror's approach to all technical specifications provided in EXHIBIT E. Specifications that are mandatory are highlighted in yellow. Highly desirable specifications are highlighted in green.

After inserting the technical specifications tables in their response, offerors should first respond directly to each specification entry by placing an "X" in the applicable column in each row. Offeror's may mark "X" in more than one column for a particular functional specification; however, the offeror should provide an explanation of why more than one column was marked. Descriptions of each column heading are provided in the table below.

Immediately following the completed technical specifications tables, offerors should provide detailed explanations for their responses to each specification ID, according to the format outlined in the table below.

Specification ID	Explanation
Current Capability	
List <i>all</i> specification IDs in the same order as shown in the specifications tables.	For each specification ID listed, offerors should provide a <i>detailed explanation</i> of how the specification is met.
Future Release	
List <i>all</i> specification IDs in the same order as shown in the specifications tables.	For each specification ID listed, offerors should provide a <i>detailed explanation</i> of when and how the specification will be met within one (1) year of installation.
Custom Development	
List <i>all</i> specification IDs in the same order as shown in the specifications tables.	For each specification ID listed, offerors should provide a <i>detailed explanation</i> of how the specification will be customized, implemented, and maintained. Offerors may also note whether the associated custom development will be provided as part of the base package without additional cost. The MSHP is interested in knowing the degree of or level of effort needed to provide the customization (<i>i.e., minor customization that can be provided to the agency within a week's time or a high level of effort for the customization requiring more than 6 months to provide to the agency, etc.</i>). NOTE: For desirable specifications, if there is an associated cost for the custom development and costs for its on-going maintenance support such costs must be stated in Exhibit I, Table I.3 entitled "Optional Costs".
Not Available	
List <i>all</i> specification IDs in the same order as shown in the specifications tables.	For each specification ID listed, offerors should provide a <i>detailed explanation</i> of why they chose not to address the specification.

NOTE: Each technical specification should be specifically addressed in the proposal, or an assumption will be made that the offeror cannot accomplish the specification and/or deliverable. MSHP seeks solutions that meet all specifications with no or minimal customization required.

- Exhibit F: Technical Solution Questionnaire

The offeror is to provide a structured description of the technical and maintenance support aspects of its proposed system by completing the Technical Solution Questionnaire (EXHIBIT F).

- Value-Added Services

Offerors are encouraged to provide descriptions of any additional value-added services that are not already referenced by specifications included within this RFP. Any value-added services should be presented as optional components with any additional costs for these services indicated in Exhibit I, Table I.3 entitled “Optional Costs”. This subsection of the Technical Response section shall provide a comprehensive and written description of the offeror’s approach to all value-added services that may be provided. Each proposed value-added service is to be listed with a detailed explanation.

The offeror should identify and propose any other elements necessary to successfully execute the project. Specifically, tasks and deliverables that the offeror believes are important to the project should be included in the proposal and highlighted as additional necessary tasks in accordance with this provision.

- Exhibit G: IT Accessibility Standards

The accessibility of the offeror’s proposed product(s) will be considered in the subjective evaluation. The state recognizes that many commercial products do not conform 100% to the accessibility standards. Therefore, in evaluation of technical capabilities, the state shall subjectively evaluate the offeror’s proposal based on the degree of conformance to the accessibility standards (see Paragraph 4.1.7 and Exhibit G, IT Accessibility Conformance Matrix). The subjective evaluation of accessibility will be subservient to the general, technical and functional requirements of the product.

8) Tab 8: Participation by Other Organizations

- Exhibit H: Organization for the Blind/Sheltered Workshop and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Participation Commitment

Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) 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 H.

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.

The offeror must respond to Exhibit H in order to qualify for evaluation points for MBE/WBE participation and/or the Blind and Sheltered Workshop bonus points.

9) Tab 9: Pricing Pages / Cost Forms

- Exhibit I: Pricing Pages/Cost Forms

The offeror must respond to Exhibit I 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.

Cost Table I.1: Required Costs

The pricing components for the Project Management Services, Design Specifications Document, Application Software, Installation/Implementation services, Data Conversion Plan, Testing services, Training, Production Move Services, and Maintenance Support. All costs necessary to satisfy the **mandatory** requirements associated with these pricing components must be included in the pricing listed on this table. On-going costs after the initial contract period (as stated on the RFP cover page) shall be calculated against the renewal option percentages specified in Cost Table I.4.

Cost Table I.2: Other Costs

All other pricing components that are not specifically addressed in Table I.1 above but are necessary to satisfy the **mandatory** requirements of the RFP must be included in the pricing listed on this table (such as the PAQ consultant per hour rates). The offeror must provide a description and indicate what these other specific costs are (if any) on this table. In addition, the offeror must describe whether the items listed are one-time costs or on-going costs required each month, quarter, or year of the contract life. With the exception of the software maintenance costs specified in Table I.2 – B, the on-going costs after the initial contract period (as stated on the RFP cover page) shall be calculated against the renewal option percentages specified in Cost Table I.4.

Cost Table I.3: Optional Costs

Pricing for optional services, expansion options, and/or enhancements, for the proposed products/services should be included in the pricing listed on this table. For desirable functional/technical system specifications, if there is an associated cost for the custom development and costs for its on-going maintenance support - such costs must be stated in this cost table.

Cost Table I.4: Renewal Options

The offeror must indicate in the Cost Table I.4 the maximum allowable percentage of price increase or guaranteed minimum percentage of price decrease applicable to the renewal option periods. The quoted percentage(s) shall apply to each itemized component stated in Exhibit I. **If a percentage is not quoted (i.e. left blank), the state shall have the right to execute the option at the same price(s) quoted for the original contract period.** Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

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

The percentages indicated in Cost Table I.4 will be used in the cost evaluation to determine the potential maximum financial liability to the State of Missouri.

- Milestone/Installment Payment Plan

The offeror shall provide a milestone/installment payment provisions for the SMS system based on the following items/phases:

Application Software
Initial Planning/Project Management
Design Specifications
Installation
Data Conversion Plan
Testing Services
Training Services
Documentation
Production Move

- a. Milestone/Installment payments must be no more than twelve percent (12 %) and no less than one percent (1%) of the total one-time system cost for the items specified above with the exception of the Production Move costs which must at a minimum equal 15% of the total one-time costs for the items listed in the table above – Refer to Exhibit I, Table I.1 Required Costs. The Milestone/Installment Payments must be tied to a receipt of a deliverable item or performance of a required service specified in the RFP – in no event shall payments be made on a monthly basis without the agency receiving a tangible deliverable or a specific performance of a service described in the RFP with the exception of the payment holdback amount. Payments shall be made in arrears – after receipt and inspection of the deliverable item and/or service with the exception of annual software maintenance – refer to paragraph 3.7.3.

- b. Payment Holdback

Ten percent (10%) of each of the required items/phases listed in Exhibit I, Table I.1 [the items/phases described above] shall be held back (For example, if the installation services total cost is \$10,000 then \$1,000 of this cost will be held back by the agency and only \$9,000 shall be paid to the contractor upon acceptable completion of the installation services. The remaining \$1,000 hold back shall be paid to the contractor upon successful conclusion of the operational validation period. This example scenario shall apply to all of the Exhibit I, Table I.1 items). This payment hold back shall be paid upon the successful conclusion of the operational validation period (refer to paragraph 5.9.2) Failure to resolve or correct system defects (as defined in RFP paragraph 3.1.8) discovered during this operational validation period shall result in forfeiture of the payment holdback amount at MSHP's discretion. The contractor shall understand and agree that the payment holdback provisions described herein shall not be construed as a penalty.

10) Tab 10: Other Requested Information

- Exhibit J: Proposal Checklist

Offerors should complete and attach the Proposal Checklist to help ensure that they have provided all required and requested information.

- Exhibit K: Conflict of Interest and Offerors as Employees

By signing Exhibit K, the offeror certifies that no assistance in preparing the response was received from any current or former employee of MSHP whose duties relate/were related to this RFP, unless such assistance was provided by the state employee in his or her official public capacity, and that neither such employee nor any member of his or her immediate family has any financial interest in the outcome of this RFP.

In Exhibit K, the offeror must state whether the offeror or any employee of the offeror who is part of the offeror's bidding/proposal section and all proposed personnel that are anticipated to be assigned to the SMS project who are directly involved in providing on-site services is related by blood or marriage to an MSHP employee or resides with an MSHP employee. If there are such relationships, list the names and relationships of said parties and include the position and responsibilities in the offeror's organization of such employees. The proposal must state the employees' titles and termination dates.

In addition, Exhibit K requires the offeror to disclose whether the offeror and/or any owners of the offeror's organization are an employee of the State of Missouri, a member of the General Assembly, or a statewide elected official.

- Exhibit L: Addendum to Offeror's Pre-Printed Terms and Conditions Documents

The offeror's terms and conditions, including any pre-printed documents which must be executed in order to provide the products/services required in the RFP, must be submitted with EXHIBIT L in order for such document(s) to be considered as part of resulting contract.

However, the offeror is cautioned that there may be conflicts between the offeror's terms and conditions documents and the RFP terms and conditions. Such conflicts shall be considered taking exception to and being non-complication with the mandatory RFP terms and conditions. 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.

To mitigate the risk of the offeror's proposal being deemed as non-compliant due to conflicting terms and conditions, the offeror should submit Exhibit L verifying that the RFP terms and conditions shall supersede and govern in the event of conflict with the offeror's terms and conditions documents or provide other such assurances.

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

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

2.1.4 Imaging Ready: All proposals are scanned into DPMM's imaging system after a contract is executed or after all proposals are rejected. The scanned information will be able to be viewed through the Internet from the Public Record Search system. Therefore, the offeror is advised not to include personal identifying information such as social security numbers in the proposal. In preparing a proposal, the

offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposals. Glue bound materials should not be used.

2.1.5 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). ***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 within the offeror's proposal. Also, the offeror shall provide adequate explanation of what qualifies the material as being held confidential under the provisions of the statute.

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

- a. In responding to RFPs, some offerors respond with their organizations' standard contractual requirements, terms and conditions which often conflict with the RFP requirements, terms and conditions. To address this, upon signature of Exhibit L, the offeror has the ability to agree that, in such cases of conflict, the RFP requirements, terms and conditions shall prevail and apply to the contract and the conflicting offeror response shall be invalid and have no force or effect on the contract.

2.1.7 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 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 DPMM. 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, consolidated instruments, articles of dissolution and terminations. For further information, offerors can 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.

2.1.8 Foreign Vendors: If offeror is a foreign company and does not have an Employer Identification Number assigned by the Internal Revenue Service (IRS), the offeror will need to (1) complete the appropriate IRS W-8 form (found on the www.irs.gov Web site), (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 the offeror wishes to register on the State of Missouri On-Line Bidding/Vendor Registration System Web site to the fax number listed on 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 Web site: <https://www.moolb.mo.gov>.

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

2.2 Proposal Evaluation and Award:

- 2.2.1 After determining that a proposal satisfies the mandatory requirements, the evaluator(s) shall use both objective and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below.

Evaluation Criteria Scoring Category	Maximum Points
Management Responses to the following areas: Exhibit A, • Offeror's Experience, Expertise, and References Exhibit B • Offeror Strength and Stability Exhibit C • Performance Plans and Resources	40
Functionality Responses Exhibit D • Functional Specifications	60
Technical Responses Exhibit E • Technical Specifications Exhibit F • Technical Solution Questionnaire Exhibit G • IT Accessibility Standards	30
MBE/WBE Participation Exhibit H	10
<u>Costs (Consisting of these cost areas)</u>	50

Evaluation Criteria Scoring Category	Maximum Points
Exhibit I • Application Software • Initial Planning/Project Management • Design Specifications • Installation/Implementation • Data Conversion Plan • Training • Maintenance and Support to include renewal options • And any other costs required to fulfill the mandatory RFP requirements	
PAQ Rates • PAQ rate(s) to include renewal options	10
TOTAL	200

- a. Award Determination: The DPMM shall make the contract award by an all or none basis. The contract award shall result in one offeror providing the SMS system to fulfill the requirements of the RFP.

- b. Award Contingencies:

Security Background Checks: The contractor and any subcontractor shall understand and agree that within fifteen (15) business days following contract award notification, the contractor and their subcontractors shall be required to complete and submit the Employee/Vendor Information Forms (Attachment 6) for all personnel assigned to the project who are involved in providing on-site services and/or accessing/obtaining MSHP's data and/or confidential information.

The contractor shall also agree to provide other information that may be needed later to complete background investigations of the contractor's and subcontractor's employees. Failure to provide the required forms and/or failure to successfully pass the security background checks may result in cancellation of the contract.

Any and all costs incurred by the MSHP to conduct background investigations of the employees of the contractor and subcontractor shall be reimbursed to the MSHP by the contractor. The estimated cost for these background investigations is \$39.25 per person.

- 2.2.2 Cost Evaluation: The evaluation of cost 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. Optional Costs may be considered in the subjective evaluation as part of the Management response capabilities.

- a. For purposes of the cost evaluation only the following shall apply in deriving the cost evaluation analysis:
- 1) If the offeror is providing multiple PAQ job classifications/per hour rates as indicated in Exhibit I then the rates shall be averaged to obtain a single rate to be used in the cost analysis. Any zero cost (\$0.00) consultant classification listed in Exhibit I shall not be included in the average calculations.

- b. Cost Points shall be calculated using the following formula:

$$(\text{Lowest Total Cost} / \text{Offeror Total Cost}) \times \# \text{ of Cost Points specified above} = \text{Offeror's Cost Points}$$

- 2.2.3 Subjective Evaluation: The evaluation of the offeror's management, functional, and technical capabilities 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.
- a. The offeror should present a detailed description of all products, services, and support proposed in response to this RFP. It is the offeror's responsibility to make sure that all products, services, and support are adequately described in order for the State to determine and verify the offeror's ability to perform the tasks and activities defined in this request.
- 2.2.4 System Demonstrations: The offeror may be required to provide a demonstration of his/her system's capabilities at a state facility within Jefferson City, MO. The demonstration should be constructed to both clarify and verify the offeror's response. Travel expenses incurred by offeror shall be the responsibility of the offeror.
- 2.2.5 Site Visits: The offeror may be required to provide a completely functional demonstration of their system's capabilities to the evaluators at a current government client as specified by the offeror. The demonstration should be constructed to both clarify and verify the offeror's response.
- a. The demonstration site must have operational the hardware and software significantly similar to what is proposed in the offeror's response to this RFP – only minor deviations are acceptable such as previous software/hardware release than what is proposed, etc. The offeror must provide an explanation in response to the evaluation committee's written request for a site visit describing what such deviations are.
- b. The state will pay for any expenses associated with the travel and accommodations of the evaluation committee.
- 2.2.6 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.

3. CONTRACT PROVISIONS

This section of the RFP includes the general contract requirements and provisions that shall govern the contract after RFP award. The contents of this section include mandatory provisions that must be adhered to by the State and the offeror unless changed by a contract amendment. Response to this section by the offeror is not necessary as all provisions are mandatory and nonnegotiable after proposal opening.

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

- 3.1.1 **Acceptance** shall mean MSHP's acceptance of a deliverable or a phase. Acceptance will be provided to the contractor in writing by MSHP at the end of the Acceptance Test. MSHP shall not unreasonably withhold Acceptance.
- 3.1.2 **Acceptance Testing** shall mean that the proposed product shall be tested to ensure that it meets and/or exceeds the mandatory technical and performance specifications described herein.
- 3.1.3 **Change Control 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 control plan shall include procedures for at least three different aspects: adapting to change, controlling change, and effecting change.
- 3.1.4 **Change Request** shall mean a formal, written request for a change or adjustment in some aspect of the project that has been base-lined, such as scope, requirements, schedule, budget, or documents. All change requests will be reviewed on a regular basis by the Project Manager/Project Sponsor.
- 3.1.5 **CPU** shall mean any computer or computer system that is used to store, process, or retrieve data or perform other functions using Operating Systems and applications software as described herein.
- 3.1.6 **Custom Software** shall mean software and documentation first developed by the contractor (including its subcontractors) in furtherance of the performance and fulfillment of the RFP specifications and requirements.
- 3.1.7 **Data Dictionary** shall mean a collection of descriptions of the objects or items in a data model for the benefit of programmers and others who need to refer to them. A first step in analyzing a system of objects with which users interact is to identify each object and its relationship to other objects. This process is called data modeling and results in a picture of object relationships. After each data object or item is given a descriptive name, its relationship is described (or it becomes part of some structure that implicitly describes relationship), the type of data (such as text or image or binary value) is described, possible predefined values are listed, and a brief textual description is provided. This collection is organized for reference into a book called a data dictionary.
- 3.1.8 **Defect or Error** shall mean a production problem, which, if not corrected, could cause an application to either fail, not meet performance response times required in the RFP, or to produce incorrect results. Incorrect results include the absence of functionality, which was specified in the approved Design Specifications, approved Business Rules, and System Requirements as defined in the project.
- 3.1.9 **Design Specification** shall describe user interaction with the system within a business process. A set of user and systemic actions that produces an observable result of value to the actor. Including the basic flow steps and identifying alternate and exception flows, identifying business rules and establishing validation criteria. A Design Specification describes the use of a system from start to finish. Design Specifications focus attention on aspects of a system useful to people outside of the system itself.
- 3.1.10 **Documentation** shall mean the user's manuals and any other materials in any form or medium customarily provided by the contractor to the users and maintainers of the Licensed Products which will

provide the State of Missouri sufficient information to operate, diagnose, and maintain the Licensed Products properly, safely and efficiently.

- 3.1.11 **Environment** shall mean a collection of hardware, software, network communications and procedures that work together to provide a discrete type of computer service. There may be one or more environments on a physical platform e.g. test, production. An environment has unique features and characteristics that dictate how they are administered in similar, yet diverse, manners.
- 3.1.12 **Final Acceptance** shall occur upon completion of the operational validation period. MSHP will provide Final Acceptance in writing. Final acceptance shall be provided by the agency when no occurrence, failure, or defect is occurring that has mission critical impacts or is critical for business continuity and the application response time and other performance criteria specified in this RFP have been met. Final Acceptance shall have occurred when at such time the entire system runs as described herein for a period of thirty (30) consecutive days without encountering any system defect errors that affect the accuracy, continuity, and performance levels of the system.
- 3.1.13 **Infrastructure Components** shall mean the basic framework or features of a system. Infrastructure shall mean the physical hardware used to interconnect computers and users to include the transmission media, including telecommunication lines, the routers, aggregators, repeaters, and other devices that control transmission paths. Infrastructure shall also include the software used to send, receive, and manage the signals that are transmitted. Infrastructure shall be viewed as everything that supports the flow, storage and processing of information.
- 3.1.14 **Infrastructure Conceptual Architecture** shall mean the process and documentation of the proposed infrastructure for the entire system. The conceptual architecture articulates a conceptual view of the system. It is analogous to the elevation and floor plan views that building architects use for their customers. In that paradigm, the blueprint adds the detail needed by various specialist contractors to perform their function in building the structure. Likewise, logical architecture adds the details that clarify the architecture, making it precise, unambiguous and actionable. It shall be used for the purpose of communicating the architecture to non-technical audiences. The conceptual architecture diagram will identify the system components and interconnections between components, and the accompanying descriptions document the responsibilities of each component. The conceptual architecture should result in the following outcomes:
- a shared high-level understanding of the overall system (components and larger subsystems, their responsibilities and relationships), and the strategies (expressed as architecture strategies, principles, mechanisms, approaches, etc.) for building the key system capabilities.
 - project management can use the Conceptual Architecture Diagram, and input from the architect(s) to plan the work allocations and detailed schedule. The project ramp-up varies according to the organizational complexities and architectural risks, mediated by other practicalities like when developers are coming off other development projects.
- 3.1.15 **Infrastructure Gap Analysis** shall mean the study and documentation of the differences between two different information systems or applications, often for the purpose of determining how to get from one condition to a new condition. A gap is sometimes spoken of as "the space between where we are and where we want to be." Gap analysis is undertaken as a means of bridging that space. The gap analysis process involves determining, documenting and approving the variance between RFP requirements and current capabilities of the new system.
- 3.1.16 **Infrastructure Network and Security Architecture Design** shall mean the design of a communications system, which includes the backbones, routers, switches, wireless access points, access methods, security, and protocols used. It will involve network analysis, which is the study of network components (from network devices such as switches and routers, to requirements and performance levels) and their inputs and outputs to understand network behavior under various situations. Network analysis defines,

determines, and describes relationships between network components for many conditions. Analysis results include descriptions of requirements and traffic flows, as well as mappings of users, applications, and devices within the network environment. Network architecture uses this analysis information to develop a high-level, end-to-end structure for the network. A network architecture develops the major network functions (e.g., addressing/routing, network management, performance, security) as architectural components that will be brought together to form the network; goals for the architecture; and sets of interactions, trade-offs, dependencies, and constraints that will be used to optimize the architecture. Architecture and design focus on finding the best network (optimized across several parameters) for the customer. Network architecture also provides a set of guidelines that can be used to formulate the technical design of a network. Network design provides the physical detail to reference architecture.

- 3.1.17 **Installation Date** shall mean the date upon which the contractor installs the Licensed Products including successful completion of the contractor's standard diagnostic test at the State of Missouri's site to determine that the Licensed Products are properly installed with the State of Missouri's approval of the results thereof. At the discretion of the State agency, the agency may perform additional testing of the system, which may involve demonstration that Licensed Products are executable by invoking the primary function of each major component on the platform.
- 3.1.18 **Integration Test** shall mean an orderly progression of testing in which software elements, hardware elements, or both are combined and tested, to evaluate their interactions, until the entire system has been integrated.
- 3.1.19 **Intellectual Property Right** shall mean any intellectual or industrial property right recognized in any jurisdiction, including copyrights, mask work rights, moral rights, trade secrets, patent rights, rights in inventions, trademarks, trade names and service marks, as well as applications for, and registrations, extensions, renewals and re-issuances of, the foregoing, in whatever forms such rights may exist and whether registered or unregistered.
- 3.1.20 **Interface** shall mean the software product must have a mechanism built into the product that supports transferring data in a supported format to another software product or the product must operate as proposed when operating in conjunction with another product.
- 3.1.21 **Lessons Learned** shall provide a forum for project team member recognition and offers an opportunity to discuss ways to improve future processes and procedures. A "lessons learned" session is a valuable closure mechanism for project team members, regardless of the project's success. The contractor shall be required to document Lessons Learned. Some typical questions to answer in such a session include but not limited to:
- a. Did the delivered product meet the specified requirements and goals of the project?
 - b. Was the agency satisfied with the end product?
 - c. Were cost budgets met?
 - d. Was the schedule met?
 - e. Were risks identified and mitigated?
 - f. Did the project management methodology work?
 - g. What could be done to improve the process?
 - h. What bottlenecks or hurdles were experienced that impacted the project?
 - i. What procedures should be implemented in future projects?
 - j. What can be done in future projects to facilitate success?
 - k. What changes would assist in speeding up future projects while increasing communication?
- 3.1.22 **Legacy System** shall mean an application that is currently in production.
- 3.1.23 **Licensed Software** shall include any and all software provided by the contractor and its Documentation to which State of Missouri obtains or is granted any rights under this contract.

- 3.1.24 **Licensee** shall mean the party to whom a license is granted. For purposes of this RFP B2Z08051, the Licensee shall be the Missouri State Highway Patrol (MSHP).
- 3.1.25 **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.
- 3.1.26 **May** means that a certain feature, component, or action is permissible, but not required.
- 3.1.27 **Module** shall mean a collection of routines and data structures that perform a specific function of the Licensed Software.
- 3.1.28 **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.
- 3.1.29 **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.
- 3.1.30 **Online Help** shall mean online documentation of a component of a software program that explains the features of the program and helps the user understand its capabilities. Online help shall be an application feature that displays content about the application functionality and navigation through the application.
- 3.1.31 **Operating System** shall mean the control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.
- 3.1.32 **Performance Test Summary** shall mean the results of the performance test execution, which includes resource utilization and transaction performance information.
- 3.1.33 **Phase** shall mean a group of related tasks culminating in the production of a major deliverable. Projects can be comprised of phases, to be accomplished over time, or a project can be a single phase.
- 3.1.34 **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.
- 3.1.35 **Platform** shall mean the underlying computer system on which the software application programs can run.

- a. A change in platforms shall mean that the specific hardware and Operating System combination that is described herein has changed/switched to a significantly different hardware and Operating System combinations to the extent that a different version of the Licensed Software Product is required to execute properly in the environment established by such changed hardware and Operating System combination.
- 3.1.36 **Product** shall mean a Module, a deliverable, a System, any software-related item and any hardware-related item provided by the contractor to the State of Missouri.
- 3.1.37 **Project** shall mean a temporary process, which has a clearly defined start and end time, a set of tasks and a budget, that is developed to solve a well-defined goal or objectives. The total of all software, hardware, documentation, and services to be provided by the contractor under this contract.
- 3.1.38 **Project Management Plan (Project Plan)** shall mean a formal, written document that is used to prepare for, manage and control a project. The Project Plan forms the basis for all management efforts associated with a project. It is a document that is also expected to change over the life of the project. The information associated with the plan evolves as the project moves through its various stages and is to be updated as new information unfolds about the project in the planning, start-up and execution processes. The project management plan shall include the following plans:
- a. Project Scope Management Plan
 - b. Project Work Breakdown Structure to include a Project Schedule
 - c. Cost Management Plan
 - d. Quality Management Plan
 - e. Staffing Management Plan
 - f. Communication Management Plan
 - g. Risk Management Plan
- 3.1.39 **Project Schedule** shall provide a time phased representation of predicted tasks, milestones, dependencies, resource requirements, task duration and deadlines. The project's schedule consolidates all tasks into a logical and manageable flow. The project schedule should be detailed enough to show each Work Breakdown Structure (WBS) task to be performed, the title(s) of the persons responsible for completing the task, the start and end date of each task, and the expected duration of the task.
- 3.1.40 **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 must 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.
- 3.1.41 **Real Time** shall mean an activity occurs now instead of being delayed until a later time. This does not mean that the activity happens instantaneously. For example, a real time transaction is written to the data store as the transaction is processed. Real-time shall mean a level of computer responsiveness that a user senses as sufficiently immediate or that enables the computer to keep up with some external process. *Real-time* is an adjective pertaining to computers or processes that operate in real time. Real time describes a human rather than a machine sense of time.
- 3.1.42 **Regression Test** shall mean rerunning test cases, which a program has previously executed correctly in order to detect errors spawned by changes or corrections made during software development and

maintenance. Regression testing shall mean the process of testing changes to computer programs to make sure that the older programming still works with the new changes. Regression testing shall be preformed by the contractor's code testing specialists or equivalent programming staff. The contractor's test coders shall develop code test scenarios and exercises that will test new units of code after they have been written. Before a new version of a software product is released, the old test cases are run against the new version to make sure that all the old capabilities still work. The reason they might not work is because changing or adding new code to a program can easily introduce errors into code that is not intended to be changed. This regression testing shall be considered part of the standard maintenance support services.

- 3.1.43 **Release** shall mean the distribution of a new product or new function and program fixes based on or for an existing product. Such product releases are provided to the licensee at no additional cost if the licensee is currently subscribed to the contractor's maintenance support services.
- 3.1.44 **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).
- 3.1.45 **Shall** has the same meaning as the word must.
- 3.1.46 **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.
- 3.1.47 **Software** shall mean an ordered series of instructions or statements, in object code and/or source code form, as the case may be, for controlling the operation of a central processing unit to execute a process to be performed on a computer or central network system provided by the contractor to the State pursuant to the contract.
- 3.1.48 **Stress Test** shall mean the running a defined level of high volume transactional load against a system for the purpose of reporting system bottlenecks, constraints and weak points within an application-before they cost downtime, loss of sales/transactions or loss of customers. A stress test (or performance test) shall reveal the total effectiveness of a computer system, including throughput, individual response time, and availability.
- 3.1.49 **System** shall mean any collection or aggregation of two (2) or more Modules of the licensed products that is designed to provide a specific functionality.
- 3.1.50 **Test Cases and Test Scenarios** shall define the activities and operations to be tested, usually based on a Design Specification. A scenario is a model of a system that depicts the sequence of executions of responsibilities that constitute the reaction of the system to a stimulus and results in a deterministic end state.
- 3.1.51 **Test Scripts** shall mean the actual steps to be taken during the tests.
- 3.1.52 **Third Party Software** shall mean software provided by the contractor to the State as part of the system solution that the contractor does not own the intellectual property to but is licensed to distribute or utilize the software.
- 3.1.53 **Unit Test** shall mean testing conducted to verify the implementation of the design for one software element; e.g., a unit; or a collection of software elements.
- 3.1.54 **Upgrade** shall be any improvement or change in the product that improves or alters its basic function but does not require a separate license. Upgrades shall be inclusive of all new releases. Such product upgrades shall be provided to the licensee at no additional cost if the licensee is currently subscribed to the contractor's maintenance support services.

- 3.1.55 **Version** shall mean a separate licensed program, based on an existing licensed program that has significant new code representing a major addition in functionality and/or the look or use of a product. Such product versions shall be provided to the licensee at no additional cost if the licensee is currently subscribed to the contractor's maintenance support services.
- 3.1.56 **Warranty Period** shall commence upon date of contract award and shall terminate upon expiration of the initial contract period end date (Date of Award through Two Years).
- 3.1.57 **Workaround** shall mean a method for achieving a task or goal when the usual or planned method isn't working due to a defect. A workaround may require more time or user inconvenience to complete the task. A mutually agreed upon workaround is a workaround that both the contractor and MSHP agree can be completed with an acceptable increase in time or user inconvenience. A workaround is often used to overcome hardware, programming, or communication problems. Once a problem is fixed, a workaround is abandoned.
- 3.1.58 **Work Breakdown Structure** shall mean a division of tasks that define, organize, and display the work to be accomplished to achieve the specified product or services.

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.

3.2 **Contract:**

- 3.2.1 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.
- 3.2.2 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.
- 3.2.3 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- 3.2.4 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.

3.3 **Contract Period:**

- 3.3.1 The original contract period shall be the date of award through two years. The contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original contract period.

3.4 Renewal Options:

- 3.4.1 The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for five (5) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 3.4.2 The Division of Purchasing and Materials Management reserves the right, in addition to the above, to renew those portions of the contract necessary to provide optional maintenance, on-going support services, and PAQ consulting services for the software for eight (8) additional one-year periods, or a portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 3.4.3 If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.
- 3.4.4 If renewal percentages are not provided, then prices during renewal periods shall be the same as during the original contract period.
- 3.4.5 The Division of Purchasing and Materials Management does not automatically exercise its option for renewal based upon the maximum percent of increase and reserves the right to offer or to request renewal of the contract at a price less than the maximum percent of increase stated.

3.5 Contract Extension:

- 3.5.1 In the event of an extended re-procurement effort and the contract's available renewal options have been exhausted, the Division of Purchasing & Materials Management reserves the right to extend the contract. If exercised, the extension shall be for a reasonable period of time as mutually agreed to by the State and the contractor at the same terms, conditions, provisions, and pricing in order to complete the procurement process and to transition to the new contract.

3.6 Price:

- 3.6.1 All prices shall be firm, fixed and as indicated in Exhibit I (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.

3.7 Payments:

- 3.7.1 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.oa.mo.gov/purch/vendorinfo/vendorach.pdf>. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFP.
- 3.7.2 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.oa.mo.gov>.

- 3.7.3 The State of Missouri may make advance deposits/payment for software maintenance (upgrades/new releases/technical support-type agreements) payments only.
- 3.7.4 Withholding Payment: In the event the DPMM has reasonably determined that the contractor has failed to perform any material obligation under this agreement (breach of contract), then the MSHP may withhold from amounts otherwise due and payable to contractor the amount determined by MSHP as necessary to cure the default until the DPMM determines that such failure to perform has been cured pursuant to the provisions stipulated in Section 16 of the Missouri Terms and Conditions Request for Proposal. Upon acceptance and completion of the cure actions, the MSHP shall pay any withheld amounts to the contractor. Withholding payment under this clause shall not be deemed a breach entitling the contractor to termination or other remedies.

3.8 Federal Funds Requirement:

- 3.8.1 The contractor shall understand and agree that this procurement may involve the expenditure of federal funds. Therefore, in accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:
- a. the percentage of the total costs of the program or project which will be financed with Federal money;
 - b. the dollar amount of Federal funds for the project or program; and
 - c. percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

3.9 Liabilities:

- 3.9.1 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.
- 3.9.2 The contractor shall be responsible for any and all personal injury (including death), direct damages for loss of or damage to the State's records and/or data, 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.
- 3.9.3 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- 3.9.4 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the State for losses or damages (other than those listed above); or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

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

- a. payments referred to in intellectual property rights and patent and copyright terms;
- b. bodily injury (including death) and damage to real property and tangible personal property;
- c. direct damages for loss of or damage to the State's records and/or data;
- d. liquidated damages and/or payment holdbacks; and
- e. product license fees paid (the product license fees paid also applies to any subcontractors and program developers).

3.10 Inventions, Patents, and Copyrights:

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

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

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

3.11 Liquidated Damages:

3.11.1 The contractor shall understand and agree that the provision of the SMS system in accordance with the requirements stated herein is considered critical to the efficient operations of the Missouri State Highway Patrol. However, since the amount of actual damages would be difficult to establish in the event the

contractor fails to comply with the requirements, the contractor shall understand and agree that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.

- 3.11.2 **Implementation Schedule Milestones:** The contractor acknowledges that it shall be subject to damages in the amount of \$100 per day (weekends and holidays included) per milestone for each day the stated milestone(s) of contractor's formal project plan/schedule are not met. Excepting therefrom shall be any delays caused by Force Majeure events or delays caused by MSHP. Such delays, if any, shall extend the milestone(s) on a day-for-day basis.
- 3.11.3 The contractor shall also agree and understand that such liquidated damages shall either be deducted from the contractor's invoices pursuant to the contract or paid by the contractor as a direct payment to the State agency at the sole discretion of the State agency.
- 3.11.4 The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.
- 3.11.5 The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the State of Missouri and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.

3.12 Force Majeure:

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

3.13 Termination:

- 3.13.1 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.
- 3.13.2 In addition to other applicable remedies, the State may immediately terminate the contract without a cure period if:
- a. If, in any thirty day period during or after system testing there are four (4) or more events for which results in system defects and the contractor is unable to resolve all of these system defects/errors within ten (10) calendar days, then MSHP may terminate the contract for cause and without penalty by notifying the contractor within five (5) calendar days. Such termination will be effective immediately upon receipt of such notice by the contractor. "Receipt Of Notice" shall be when confirmed delivery receipt by either facsimile, email, or mail service has been received indicating that the notice was successfully delivered.

3.14 Assignment:

- 3.14.1 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.
- 3.14.2 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 shall be void and ineffective to the extent that such assignment attempts to impose upon the State of Missouri obligations to additional payments/chargers, or to preclude the State of Missouri from dealing in all matters pertaining to the contract agreement including, but not limited to, the negotiation of amendments or the settlement of charges due.

3.15 Dispute Resolution:

- 3.15.1 If a dispute arises regarding either party's performance under the terms of the contract, each party agrees to notify the other party in writing, detailing the nature of the dispute, within ten (10) consecutive working days after the dispute arises. The parties agree to use their best efforts in a good faith attempt to resolve the dispute in accordance with the following procedure:
- a. Step 1: Agency's Project Manager and the contractor's Project Manager will use best efforts to reach a resolution of said dispute within a period of five (5) consecutive working days. If the parties fail to resolve the dispute within said time frame, the parties proceed to next step defined below.
 - b. Step 2: Agency's Project Sponsor/Assistant Director and contractor's Client/Account/Business Manager, or equivalent position, will use reasonable efforts to reach a resolution of said dispute within a period of five (5) consecutive working days. If needed the Buyer of Record with the Office of Administration Division of Purchasing & Materials Management will be involved to consult regarding contract provisions, terms and conditions. If the parties fail to resolve the dispute within said time frame, the parties shall proceed to next step defined below.
 - c. Step 3: Agency's Director and contractor's Senior Management (Regional Vice President, President), or equivalent position, will use best efforts to reach a resolution of said dispute within a period of five (5) consecutive working days. If needed the Buyer of Record along with the DPMM Section Manager with the Office of Administration Division of Purchasing & Materials Management will be involved to consult regarding contract provisions, terms and conditions.
- 3.15.2 Within all three (3) steps, dispute resolution efforts shall be conducted by conference of the parties' respective representatives, either telephonically, email communications, and/or in person. If at the conclusion of Step 3 the parties have failed to resolve the dispute, each party may assert its other rights and remedies provided under the contract. At any time that the dispute involves a material breach of contract or a legal liability claim, then the provisions in the State of Missouri Terms and Conditions, in particular Section 2 and/or Section 16, as stated in the contract shall prevail.
- 3.16 Independent Obligation of Contractor to Continue Performance:**
- 3.16.1 Nature of Independent Obligation: Because of the critical importance of the licensed system and services to be performed by the contractor hereunder to the operation of the State of Missouri, the contractor assumes an independent obligation to continue performance of its system and service obligations hereunder in all respects regardless of any dispute (including without limitation any alleged material breach by the State of Missouri) which may arise between the State of Missouri and the contractor. Such independent obligation shall continue for a period of ninety (90) days from the date upon which the State of Missouri receives written notice of such alleged breach from the contractor. The license to the system shall continue until any dispute is resolved, and thereafter in accordance with the terms of the resolution.

The contractor undertakes this independent obligation without prejudice to any rights or remedies it may otherwise have in connection with any dispute between the contractor and the State of Missouri.

3.16.2 Exception to Independent Obligation: If the State makes any use of the licensed products/services not permitted by this contract agreement and the contractor has reasonably determined that such use was intended to result in substantial harm to the contractor's proprietary rights, then the contractor shall immediately notify (in writing via certified mail or hand delivered confirming receipt) the Licensee and the Division of Purchasing and Materials Management (DPMM) in accordance with the requirements below ("Notice and Opportunity to Cure Breach of Contract").

- a. Notice and Opportunity to Cure Breach of Contract: Upon the occurrence that the State may be in breach of contract as described in paragraph 3.16.2 above, the contractor shall deliver to the Licensee and the DPMM a written Notice of Intent to Terminate that identifies in detail the event of default (contract breach). If the event of default remains uncured for ten (10) business days or at a minimum if the state cannot provide the contractor with an acceptable written plan to cure the default within a reasonable time period, the contractor may terminate the contract agreement and the license granted herein by delivering to the State a Notice of Termination that identifies the effective date of the termination, which date shall not be less than ten (10) business days after the date of delivery of the Notice of Intent to Terminate. All such notifications must be given to both the Licensee and the DPMM. All notifications must reference the contract number, which shall be assigned by the Division of Purchasing and Materials Management and listed on the cover page of the notice of award of contract.
- b. Notwithstanding the foregoing, in the event of such breach by the State, the contractor shall have the right to an injunction, specific performance, or other equitable relief in the Circuit Court of Cole County, Missouri to prevent violation of these terms to include the requirement of posting a bond and undertaking or proving injury as a condition for relief.

3.17 Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Participation:

- 3.17.1 The contractor must comply with the MBE/WBE participation levels committed to in the contractor's awarded proposal.
- 3.17.2 The contractor shall prepare and submit to the Division of Purchasing and Materials Management periodic reports detailing all payments to MBE/WBEs participating in the contract. The report must include MBE/WBE payments for the reporting period. The report shall be submitted on a monthly basis unless otherwise determined by the Division of Purchasing and Materials Management.
- 3.17.3 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 MBE/WBE participation levels committed to in the contractor's awarded proposal. If the contractor's payments to participating MBE/WBEs are less than the amount committed to in the contract, the state may cancel the contract, 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 MBE/WBE participation commitment less actual payments made by the contractor to MBE/WBEs. If the Division of Purchasing and Materials Management determines that the contractor is in compliance with the MBE/WBE participation commitment, the state will release the retained funds.
- 3.17.4 If a participating MBE/WBE fails to retain their certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs to fulfill the MBE/WBE participation requirements committed to in the contractor's awarded proposal. The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new MBE/WBE participants. This approval shall not be arbitrarily withheld. If the contractor cannot obtain a MBE/WBE replacement, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure an MBE/WBE 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 participation of MBE/WBEs and whether the contract will be amended to change the MBE/WBE participation commitment.

3.18 Blind/Sheltered Workshop Participation:

- 3.18.1 The blind/sheltered workshop participation levels stated in the contractor's letter of intent shall be considered a contractual obligation of the contractor (refer to Exhibit H). The Division of Purchasing & Materials Management shall monitor the contractor's compliance in meeting the participation levels with the organization for the blind/sheltered workshop committed to in the contractor's awarded proposal. The contractor shall be required to report to the Division of Purchasing & Materials Management each calendar quarter of the dollar amount of goods and/or services that have been utilized from the blind/sheltered workshop.
- 3.18.2 If the contractor's payments to the participating organization for the blind/sheltered workshop are less than the amount committed to in the contract, the state may cancel the contract and or suspend or debar the contractor from participating in future state procurements.

3.19 Contractor Status:

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

3.20 Subcontractors:

- 3.20.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

3.21 Coordination:

- 3.21.1 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.

3.22 Transition:

- 3.22.1 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.

3.22.2 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.

3.23 Property of State:

3.23.1 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.

3.24 Confidentiality:

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

3.24.2 All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out the contract requirements, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph.

3.25 Substitution of Personnel:

3.25.1 The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.

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

3.26 Contractor's Personnel:

3.26.1 The contractor understands and agrees that by signing the RFP B2Z08051, 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.

3.27 Replacement of Damaged Product:

3.27.1 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 items to the contractor for replacement.

3.28 Substitutions of Products/Services:

3.28.1 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.

3.28.2 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.

3.28.3 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.

3.29 Licensing:

3.29.1 Any software and Web Application(s) licensed by the State in connection with the Statewide Message Switch (SMS) system provided by the contractor shall include a grant to the State of Missouri of ***an unlimited enterprise-wide perpetual license***, non-exclusive, irrevocable and unrestricted license(s) to use such software and Web application(s) for use on its own behalf as well on behalf of its agency end users, consultants, agents, whether now existing or hereafter. The contractor shall grant the State of Missouri the right to use the software and web application(s) throughout the applicable contract period contingent upon payment of fees specified in Exhibit I.

- a. There shall be no upgrade fee charges and no additional license fee charges for the following items/events:
 - 1) increasing the size and/or capacity of the CPUs on which the software is installed or operates on;

- 2) increasing the number of client PCs accessing or utilizing the software and/or web applications;
- 3) increasing the number of users;
- 4) increasing the size/capacity of the record population in which the system shall encompass/utilize. NOTE: All components of the system's "licensed software" shall be for the specific purpose of operating the SMS system as described herein; and
- 5) Installation of the software and/or web applications at any MSHP location, whether now existing or thereafter acquired.

3.29.2 Third Party Software. The contractor shall be responsible for the licensing of all third-party software utilized as part or in conjunction with the SMS System Solution. The terms and conditions of such licenses shall be compatible with and compliant to the State of Missouri's terms and conditions expressed in the RFP B2Z08051 and the RFP's intended use of the SMS system and shall guarantee the continuous use of such third-party software by the State for the term of the final, definitive agreements.

- a. Exception: Any hardware operating system software purchases and any hardware shall be acquired through other existing state contracts or other contracting means as determined in the best interests to the State of Missouri.

3.30 Products of Current Production:

- 3.30.1 All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer.
- 3.30.2 The contractor must provide a system solution which is custom/modified off-the-shelf (pre-programmed); generally available; i.e. not in beta or test; and currently in production and in use in a client environment as proposed. Prototypes or items in test production and not formally announced for market availability shall not be accepted. Completely new software development of the system components shall be considered unacceptable.

3.31 Preserving Rights to System Functionality:

- 3.31.1 In the event that the contractor deletes functions that were mandatory requirements of the RFP from the licensed system and offers those functions in other or new system products, the portion of those other or new products which contain the functions in question, or the entire product, if the functions cannot be separated out, shall be provided to the agency under the terms of their license along with any applicable modifications necessary to make the product operate with the licensed system, at no cost to the agency and shall be covered under the license/maintenance at no cost to the agency.

3.32 Prohibition of Electronic Self-Help:

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

3.33 License Type Conversions:

- 3.33.1 If the state chooses or if the contractor mandates the state to transfer its current license type to another license type, then the CPU capacity licensed under the existing license type will be converted to the new license type with no additional charges for the same CPU capacity under the same current operating

system environment (i.e., the current operating system has not changed; only the way in which the software is licensed has changed).

3.34 Intellectual Property Rights:

- 3.34.1 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.

3.35 Software Piracy Prohibition:

- 3.35.1 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.

3.36 Software Rights & Protections:

- 3.36.1 The State of Missouri acknowledges that the licensed products are proprietary and are the intellectual property of the contractor. The State shall only use the software in accordance with the licensing terms and conditions as provided in this RFP. The State shall not permit the licensed products, acquired under this contract, to be used by any other person except for employees, municipal/local law enforcement staff, agents and/or consultants of the Missouri State Highway Patrol ("Authorized Agency") who need to use the licensed products in the performance of their duties for the state and who are authorized and enabled by the State of Missouri to access and utilize the licensed products.
- 3.36.2 The State of Missouri shall have the right to make two (2) copies of the licensed product for archival and disaster recovery purposes only. In the event of a disaster or a failure of the operating environment or the software system, the agency may, for the duration of the emergency or threatened disaster, use the applicable licensed software on a backup system and/or maintain a backup/archival copy of the licensed software, subject to any provisions herein defining and/or relating to authorized users.
- 3.36.3 It shall be the contractor's responsibility and expense to thoroughly educate and inform state agencies and their software end users regarding the software usage and copyrights. In the event that agency personnel or the contractor discover any misuse of the software or related documentation within the state agency(s), they must immediately notify the designated software manager, department manager, or legal counsel. Unauthorized reproduction of software is a federal offense. Offenders may be subject to damages, fines, and penalties in accordance with United States Copyright Law.

3.37 Audits:

- 3.37.1 In the event that the contractor undertakes an audit of the agency's facility in which the software is installed: (1) the contractor must provide at least three (3) business days prior written notice to the agency, (2) the scope of the audit shall be limited to a review of the agency's written records, unless

otherwise agreed to by the agency, (3) the agency shall have an equal right to audit the contractor's compliance with its license obligations hereunder, (4) all information transmitted to the contractor pursuant to the above shall be held in confidential status by the contractor, and (5) no penalty shall be levied against the State for unlicensed software found during the course of the audit. If the agency is determined to be using unlicensed software, the maximum liability to the State shall be the cost of licensing the subject software.

3.38 Reporting and Recordkeeping Requirements:

3.38.1 Status/Progress Reporting: Once per calendar week, the contractor shall submit a status/progress report outlining the following to state agency recipients, as designated in writing by MSHP, via e-mail:

- a. The specific accomplishment achieved during the weekly reporting period;
- b. The specific activities and projects completed pursuant to the provision of the contract and the completion dates of such tasks (Reviewing the completed activities, deliverables, and milestones and comparing to plan – noting any deviations from actual completion date to the project plan date);
- c. The specific planned activities for the upcoming week;
- d. The specific planned activities and projects and projected completion date(s) remaining to be completed pursuant to the provisions of the contract;
- e. Any other pertinent information and accomplishments from the week.

3.38.2 The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by the state agency.

- a. The contractor shall make all such records, books, and other documents relevant to the contract available to the state agency and/or its designees and/or the Missouri State Auditor in an acceptable format and at all reasonable times during the term of the contract, and for three (3) years from the date of final payment on the contract or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit, or other actions involving the records has been started before the expiration of the retention period, the contractor shall retain such records until the completion of the action and resolution of all issues which arise from it.
- b. The contractor shall permit governmental auditors and/or authorized representatives of the State of Missouri to have access, for the purpose of audit or examination, to any of the contractor's books, documents, papers, and records recording receipts and disbursements of any of the state funds paid to the contractor under the contract. The contractor further agrees that any audit exception noted by governmental auditors shall not be paid by the state agency and shall be the sole responsibility of the contractor.

3.39 Prohibitive Hiring:

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

4. TECHNICAL SPECIFICATIONS

This section of the RFP, as well as Exhibits D, E, F and G, includes information and requirements relating to the functional and technical capabilities that the requesting agency wants to acquire and implement. The contents of this section and the exhibits include mandatory requirements that will be required of the successful offeror and subsequent contractor as well as other attributes that are desired. The offerors response to Exhibit D, E, F, and G are requested to have the offeror provide detailed information regarding the proposed system solution's functional and technical capabilities. The offeror's response, whether responding to a mandatory requirement or a desired attribute shall be binding upon the offeror in event the proposal is accepted by the state.

4.1 General Requirements:

- 4.1.1 The contractor must provide a Statewide Message Switch (SMS) System ("system"), which meets or exceeds the specifications contained in this document and in the RFP Exhibits. The contractor must provide a server-based system that shall be operated by the MSHP.
 - a. Any computer hardware and hardware operating system software purchases necessary to house the system at the MSHP, and end user hardware, shall be acquired through other existing state contracts or will be acquired through other procurement processes.
- 4.1.2 All portions of the proposed system solution, including any third party components, interfaces, etc., must integrate and operate with each other in accordance with the requirements described herein.
- 4.1.3 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.
- 4.1.4 The system must be based on an open architecture to facilitate anticipated future integration with other agency systems.
- 4.1.5 The system must use an open standards compliant relational database system to store all data and documents.
- 4.1.6 The contractor must not propose and maintain a system that is unsupported by the manufacturers of the software components that comprise the SMS system solution.
- 4.1.7 Information Technology Accessibility Compliance: Section 191.863 of the Revised Statutes of Missouri (RSMo) requires state agencies to make information technologies accessible to individuals with disabilities. The State of Missouri's Information Technology (IT) Accessibility Standards (<http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm>) provide direction for complying with RSMo 191.863. All products provided by the contractor shall comply with the applicable accessibility requirements of the Missouri IT Accessibility Standards, unless the contractor's awarded bid response contains specific disclosure of product non-conformance in a Voluntary Product Accessibility Template (VPAT; http://www.itic.org/archives/articles/20040506/voluntary_product_accessibility_template_vpat.php) or other comparable document (see Exhibit G).
 - a. The contractor shall promptly respond to any complaint brought to its attention regarding accessibility of the products provided hereunder that were specified in the contractor's awarded proposal response as compliant products. The contractor shall resolve such complaints by bringing the product into compliance with the applicable Missouri IT Accessibility Standards at no additional cost to the State. The contractor shall indemnify and hold harmless the State of Missouri and any Missouri government entity purchasing the contractor's products from any claim arising out of the contractor's failure to comply with the aforementioned requirements.

- b. The contractor must abide by the Missouri Digital Media Developers (DMD) Web Guidelines, which include the mandatory accessibility information for Section 508 and Chapter 191 compliance for any web based systems. Refer to the following web site:
<http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm>.

4.1.8 Compliance with State of Missouri IT Standards: The contractor is expected to be familiar with the State of Missouri's Adaptive Enterprise Architecture Blueprint for Standards and Methods, and its' Project Management Methodology. All services and products provided as a result of this RFP must comply with all applicable State of Missouri IT policies and standards in effect at the time the RFP is issued. The contractor must request exceptions to State IT policies and standards in accordance with this RFP. It shall be the responsibility of the State to deny the exception request or to seek a policy or standards exception through the Department of Administration, Information Technology Services Division (ITSD).

- a. The links below will provide information on State of Missouri IT strategic plans, project management methodology, technology standards, architecture standards and methods.
 - State of Missouri Information Technology Strategic Plan
<http://www.oa.mo.gov/itsd/cio>
 - State of Missouri Project Management Methodology
<http://www.oa.mo.gov/itsd/cio/projectmgmt/index.htm>
 - State of Missouri Technology Standards
<http://www.oa.mo.gov/itsd/cio/standards/index.htm>
 - State of Missouri Adaptive Enterprise Architecture Blueprint for Standards and Methods
<http://www.oa.mo.gov/itsd/cio/enterpriseearch.htm>

5. PERFORMANCE REQUIREMENTS

This section of the RFP includes information and requirements relating to the performance requirements that the requesting agency wants to acquire and implement. The contents of this section and in the exhibits include mandatory requirements that will be required of the successful offeror and subsequent contractor as well as other attributes that are desired. The offeror is requested to provide detailed information in the Exhibit C and F of this RFP regarding the proposed method of performance of the support services and proposed infrastructure as described herein. The offeror's response, whether responding to a mandatory requirement or a desired attribute shall be binding upon the offeror in event the proposal is accepted by the state.

5.1 General Requirements:

- 5.1.1 The contractor must provide any system modifications or additions necessary to enable the system to operate according to all mandatory technical and performance specifications presented herein and in the RFP Exhibits, at no additional cost to the State of Missouri.
- 5.1.2 The contractor must provide well-trained technical, support and consulting staff that keep current with the latest technologies.
- 5.1.3 It is anticipated that a certain portion of the work may be completed off site at the option of the contractor. Other tasks must be performed on site at MSHP and state facilities. Specifically, all meetings and other activities requiring participation of state personnel must be performed on site at a facility provided by the stage agency.
 - a. All data collected by the contractor and all work described in this RFP must be kept and/or performed within the United States of America (e.g., in no event shall work be performed and/or data be collected or transferred outside of the United States of America).
- 5.1.4 The primary work shall be located in Jefferson City, Missouri. However, the project may require occasional trips to MSHP/state facilities located elsewhere in the State. Please note that it is undeterminable whether, if at all, there will be a need for meetings other than within Jefferson City, MO. There is a possibility for such trips but the chance of this is considered low.
- 5.1.5 The contractor shall use existing documentation provided by MSHP (such as functional business and technical requirements) and ensure compliance with the State's law and solution requirements.

5.2 Project Planning / Project Management:

- 5.2.1 The contractor shall provide services that shall begin with an initial design specifications/requirements definition process that must be documented and provided to the agency for review and approval prior to providing any products or performing any service under the contract. The contractor shall be required to update and continue this documentation as to changes that may occur through the entire implementation and acceptance of the solution. The contractor shall define the functional requirements of the SMS system in detail, including screens, processing, and outputs of each functional area of the system. This definition description shall include the step-by-step instruction that should be followed by an end user to complete the various tasks/processes for each of the functional areas of the system. It is anticipated that the contractor's staff will need to meet with the MSHP staff for approximately fifteen (15) workflow/analysis sessions each eight (8) hours in length to be held at the MSHP facility in Jefferson City, Missouri in order to aid the contractor in providing the business workflow/ Design Specification documentation and services.
 - a. The design specification document shall describe the user interaction with the system within a business process to include the basic flow steps and identifying alternate and exception flows, identifying business rules and establishing validation criteria. The Design Specification document must describe the use of a system from start to finish. In addition, the Design Specification document

shall focus attention on aspects of a system useful to people outside of the system itself (e.g., external agency customers).

- b. Upon approval of the initial design specification document, the contractor shall create a series of detailed design documents for each functional area. The detailed design documents shall cover how the RFP requirements in each area shall be met by standard functions or where customized. In areas of customization, the detailed design documents must outline exactly how the features shall operate, look, and complete tasks for each requirement.
- c. The contractor shall work with the agency to examine how they do business and how to best take advantage of the functionality provided by the new system. These services shall include identifying needed changes in policies and/or procedures, evaluating current day-to-day workflows and business processes, and looking at organizational relationships. The result of this service will be an achievable plan for obtaining maximum productivity from the technology and human resources with a goal of improved service delivery in terms of reduced processing time and/or higher quality service. The plan will identify changes in reporting relationships, authority and control, streamlining of processes, development of new workflow processes, and identifying the employees needed within to efficiently run and manage the new systems when they are fully operational.

5.2.2 Upon approval of the detailed design effort, the contractor and MSHP shall review the project work plan to ensure that any changes necessary are incorporated.

5.2.3 The project work shall follow the State of Missouri standards and guidelines for project management referenced on the Information Technology Services Division's website at <http://www.oa.mo.gov/itsd/cio/projectmgmt/index.htm>.

- a. Project planning services: Within ten (10) business days after the agency's written notice to contractor indicating a directive to proceed with services or upon receipt of a properly authorized purchase order, the contractor shall provide an updated project work plan schedule with milestones, task responsibilities, and time frames for: system customization, installation, database conversion, testing, training, and full system cut-over. The project plan shall be mutually agreed to and further developed by both the contractor and the agency. The finalized implementation/project plan must be completed within 45 calendar days after the agency's directive to proceed notification and shall be subject to the agency's approval. The contractor must send a copy of the signed Finalized Project Plan to the Division of Purchasing & Materials Management. The project work plan must include the following items:
 - 1) A description of all of the major project tasks that shall be completed by the contractor.
 - 2) Identification of the specific tasks within each component of the implementation plan that must be completed by the agency.
 - 3) Detailed completion dates for each major task/component of the project work, and the number of days necessary to complete each major task.
 - 4) Mutually agreed upon turnaround times for the agency to review, approve, and formally accept or reject the components of the work performed.
 - 5) List of Planning Documents as further described in Exhibit C.
 - 6) Signature and date lines for both contractor and the agency to signify approval of completed task.
- a. Prior to the Project Kickoff Meeting, the project plan shall be mutually agreed to and further developed by both the contractor and the agency. This initial project plan shall be considered finalized when the MSHP project manager has provided signature approval of the project plan. Within five (5) business days of finalizing the project plan, the contractor shall be responsible for providing a copy of the signed finalized project plan to the Division of Purchasing and Materials Management.

- 1) The contractor shall be required to update the project plan. The deliverable items required pursuant to this RFP must be delivered to the agency in accordance with the project plan. Any changes to the project plan timeline that affects the originally agreed to delivery date of a deliverable item must be documented as a change to the project plan and shall require an approval signature on the revised project plan from the MSHP project manager. Within five (5) business days of obtaining signature on the revised project plan, the contractor shall be responsible for providing a copy of the signed revised project plan to the Division of Purchasing and Materials Management. The contractor shall agree and understand that the firm, fixed cost stated in Exhibit I for the deliverable items/services shall not be increased unless the state agency requests a corresponding increase in the scope of work in excess of the RFP requirements. If the scope of work does not increase, the contractor shall complete all work agreed upon in accordance with the RFP requirements at the firm, fixed cost stated in Exhibit I. Changes in scope of work shall be processed through a PAQ pursuant to RFP section 5.15.
 - b. The MSHP reserves the right to modify the project schedule in a manner that would change the duration of the project, as mutually agreed upon between MSHP and the contractor.
 - c. Any changes to the finalized project work plan must be formalized in writing as an official revision. A copy of any revised implementation/project plan(s) must be submitted to DPMM.
 - d. Under no circumstances shall the agency's acceptance of a Deliverable or Milestone be deemed to constitute a waiver of any of the mandatory RFP specifications and requirements, the completion dates in the Project Work Plan, or any of the contractor's other obligations under this contract agreement. No such waiver shall be effective unless specifically agreed to in writing by a formal contract amendment signed by authorized representatives of the contractor and the State of Missouri Office of Administration Division of Purchasing & Materials Management.
- 5.2.4 The contractor shall update the proposed work plan in a series of kickoff meetings. During the kickoff meetings, the contractor and MSHP will jointly discuss timing and staffing issues that will impact the timeline. The result of the sessions shall be an updated project work plan.
- 5.2.5 The project management plan shall include the following plans:
- a. Project Scope Management Plan;
 - b. Project Work Breakdown Structure to include a Project Schedule;
 - c. Cost Management Plan;
 - d. Quality Management Plan;
 - e. Staffing Management Plan;
 - f. Communication Management Plan; and
 - g. Risk Management Plan (refer to Section 5.3 below for further requirements).
- 5.2.6 MSHP shall designate a project manager who will be responsible for the management, oversight, and reporting of the acquisition. This project manager will also be the primary/single point of contact for contractor communications related to the project. Any issue pertaining specifically to the contract terms and conditions, renewals, contract assignments to another vendor company/entity, and other contract amendments thereof shall be directed to the buyer of record for this procurement at the contact information listed on the cover page of the RFP. The Division of Purchasing and Materials Management shall have the right to change or substitute the buyer responsible for administering the contract and the contact information.
- 5.2.7 The State's project manager responsibilities will include:
- a. Serving as the interface between the contractor, MSHP, and other State of Missouri staff.

- b. Resolving, logging, escalating, etc., issues as necessary.
- c. Scheduling meetings and locations for meetings as required.
- d. Making work plan revisions or changing project scope and obtaining necessary approvals.
- e. Reviewing and approving all product/contract deliverables.
- f. Providing timely access to State and contractor staff and necessary program information.
- g. Providing the necessary state personnel support to complete the above tasks and deliverables.
- h. Providing workspace, which includes a workstation configured with MSHP's standard desktop suite of tools (Microsoft Office) and the appropriate network connectivity.
- i. Providing access to physical state facilities, including telephone, fax, copy machine, and other office resources.
- j. Providing access to required hardware and software, as deemed necessary by MSHP.

5.2.8 The contractor shall provide a project manager to be the main point of contact for the implementation services. The duties of the contractor's Project Manager shall include, but are not limited to the following:

- a. Direct the Project with responsibility for Project performance from initiation to closure, including planning, organizing, managing, and controlling all aspects of the Project to ensure that Project tasks are performed according to the approved Project Schedule and Project Plan.
- b. Coordinate and schedule all contractor's resource assignments.
- c. Identify all known items that may impact the availability of agency resources during the Project, and coordinate with the agency's Project Manager to avoid delays.
- d. Ensure that all necessary subcontractor commitments are in place and monitor subcontractor commitments.
- e. Initiate and maintain Project reporting and filing systems to ensure that Project documentation is up-to-date, organized and readily accessible by appropriate contractor and agency staff.
- f. Obtain from the agency a system network configuration diagram and update it regularly to ensure that the system network configuration diagram accurately reflects the agency's architecture as it may change during the implementation of the project.
- g. Arrange for the delivery and installation of all Products and Services in accordance with the Project Schedule.
- h. Coordinate contractor's logistics for all on-site activities.
- i. Mutually agree and clarify with the agency the training logistics considerations such as schedules and classroom resources.
- j. Provide the agency's Project Manager and contractor's upper management with the weekly progress reports described herein.

- k. Maintain a log of all defects, incomplete requirements or unresolved issues that occur over the course the Project, including date and manner of resolution. A copy of such log shall be provided to the agency upon their request.
- l. Communicate with the agency's Project Coordinator on a daily or weekly basis, as needed, regarding Project progress and activities, and ensure adequate communication between members of the contractor's and agency's implementation staffs.
- m. Monitor and follow-up to ensure that the Implementation Services are completed in compliance with the contract agreement and the dates set forth in the Project Schedule and Project Plan.
- n. Promptly consult with the agency's Project Manager when Project Plan deviations occur, and document all such plan deviations in accordance with agreed upon change control procedures;
- o. Provide consultation and advice to the agency on matters related to Project implementation strategies, key decisions and approaches, and Project operational concerns/issues, and acting as a conduit to the contractor's specialist resources that may be needed to supplement the contractor's normal implementation staff;
- p. Facilitate review meetings and conferences between the agency and the contractor's executives when requested by the agency;
- q. Identify and provide the agency with timely written notice of all issues that may threaten the implementation, operation or performance of the System (with "timely" meaning immediately after the contractor becomes aware of them);
- r. Employ project management procedures that ensure a mutual understanding and agreement of the tasks to be completed and the schedule to be observed.
- s. Employ project planning methods that document the agency's expectations so that there are no false starts or wasted effort.
- t. Maintain a complete record of the Project's history.
- u. Ensure that adequate quality assurance procedures are in place throughout the Project, and that the System complies with the Specifications and Requirements.

NOTE: In the event of vacation, illness or training, the contractor's Project Manager shall appoint a designee to serve in his or her temporary absence.

5.2.9 The contractor's project manager shall provide weekly project status reports, which shall include:

- a. Significant work plan activities performed during the reporting period. Reviewing the completed activities and comparing to plan;
- b. Deliverables completed during the reporting period. Identifying milestones reached and comparing to plan;
- c. Significant work plan activities planned for the next reporting period;
- d. Deliverables expected to be completed in the next reporting period;
- e. Identifying problems or issues and tracking status; and
- f. Project notes and comments.

5.3 Risk Management:

5.3.1 The contractor shall provide a risk management plan which, at a minimum, contains an analysis of likely risks of the SMS system project with the risks classified by high, medium and low impact to the project.

In addition the risk management plan shall include mitigation strategies to help the project avoid being derailed should common problems arise. The contractor shall periodically review the risk management plan with the project team in order to avoid having the analysis become stale and not reflective of actual potential project risks.

- 5.3.2 The contractor must provide risk management services in accordance with the Information Technology Services Division's Project Management guidelines. Please refer to the following web site for further information: http://www.oa.mo.gov/itsd/cio/projectmgmt/V4_1/MOBPM_Chapter03_V4_1.pdf

5.4 Infrastructure Planning:

- 5.4.1 The MSHP in anticipation of the implementation of the SMS System described in this RFP is committed to providing an infrastructure which is adequate and cost effective.
- 5.4.2 The SMS system must operate in a server-based environment and not require utilization of a mainframe platform.
- a. Any computer hardware and operating system software purchases necessary to house the system at the MSHP, and end user hardware, shall be acquired through other existing state contracts.
- 5.4.3 The contractor shall provide the following infrastructure planning documents within fifteen (15) business days after contract award:
- a. Infrastructure Conceptual Architecture: The purpose of this document is to provide a conceptual architecture of the proposed application environment.
 - b. Infrastructure Network and Security Architecture Design: The purpose of this document is to provide a description of the architecture of the application security environment.
 - c. Infrastructure Logical Architecture: This document shall build upon previously defined Infrastructure Conceptual Architecture. It will provide logical views of infrastructure, taking into account domains for each technology area (i.e. network, middleware, system management), standards definition and compliance, and cross-domain dependencies.
 - d. Infrastructure Physical Architecture: This document is used to identify the specific components that will be used in the future infrastructure including detailed instructions, procedures and tools for each physical component. This document will also include connectivity design and implementation considerations.
 - e. Infrastructure Gap Analysis: This document compares the current application infrastructure of the agency and the proposed application infrastructure requirements to:
 - 1) Identify where current systems and services may be leveraged in the application;
 - 2) Identify gaps that could prevent or hinder evolution from current state to end state;
 - 3) Document risks associated with each gap; and
 - 4) Identify strategies to address each gap while mitigating risk.

5.5 Implementation Support:

- 5.5.1 The contractor shall provide services related to the implementation of a SMS solution for MSHP in accordance with the provisions and requirements herein and as stated in the applicable Exhibits.
- 5.5.2 The contractor shall install a two-workstation, training/testing standalone environment that can be used to demonstrate features and functions during the requirements and design work (refer to paragraph 4.1.1 subparagraph a).

- 5.5.3 The contractor shall be required to implement the solution in accordance with the approved work plan. The solution implementation shall be planned in an incremental manner, with clearly defined stages that make sense for the product and functional area.
- 5.5.4 The contractor shall provide on-site support staffing during system installation and implementation, as follows:
- a. *Project Manager* – Minimum of one (1) full-time equivalent (FTE) in MSHP offices, Monday through Friday during standard business days; also available by telephone 24 hours a day, 7 days a week.
 - b. *Support Staff* – Minimum of one (1) FTE in MSHP offices, Monday through Friday during standard business days.
- 5.5.5 The contractor shall complete a milestone status report for each significant implementation milestone, stating what was completed and what actions are necessary as a result of the milestone. MSHP will review and formally accept each milestone report if the milestone deliverable demonstrates fulfillment of the RFP requirements.

5.6 Data Conversion Support:

- 5.6.1 The contractor shall work with the agency to develop and implement a plan for data conversion to the new SMS system. This shall include conversion of historical and current data from various internal agency systems. The services shall include establishing a conversion control plan including techniques and associated tools used to track, document, and manage conversion issues. The services shall include verification that data have been converted correctly and that the processes used on the converted data are functioning as specified when the new systems are fully operational. Any data conversion services must be performed on-site at the agency's facility. The Conversion Plan shall clearly identify in detail all steps, tasks, activities, events, milestones and resources necessary for the contractor to convert data to the system in a manner so that the system will operate in full compliance with the specifications and requirements described herein. The contractor shall be responsible for all data conversion activities including data cleansing services. Pricing for the data conversion plan shall be stated in Exhibit I, Table I.1; however the actual performance of the data conversion service work shall be priced through a PAQ process.

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

5.7 System Testing:

- 5.7.1 The contractor shall create a testing plan and procedure for approval by MSHP. The initial testing plan must be delivered to MSHP within fifteen (15) business days after authorization to proceed on the contract performance as indicated by MSHP. The testing plan shall cover the following areas and shall describe the procedures for such testing:
- a. Functional Testing
 - b. Regression Testing.
 - c. Operational Testing
 - d. Benchmark Testing
 - e. User Acceptance Test Scripts
 - f. System Acceptance Testing
 - g. Final Acceptance Testing

The contractor shall be required to update the testing plans based on feedback from the agency and provide the revised/updated plan(s) to the agency at least fifteen (15) business days prior to performance of the testing processes described above.

- 5.7.2 At the conclusion of each phase of testing, the contractor should provide a test report and delivered to MSHP within fifteen (15) business days of the testing phase conclusion that includes:
- a. Completed and signed checklists documenting the successful performance of each inspection or test,
 - b. A detailed schedule for discrepancy correction and retesting;
 - c. A lessons learned document indicating what went well and what did not in the performance of the particular testing phase; and
 - d. A list of updates/revisions needed to the testing plans for any subsequent testing/retesting phases.
- 5.7.3 The contractor shall create a user and system acceptance testing plan that shall be submitted to MSHP for approval. This plan must include the process to define test scenarios for each requirement and design set. MSHP expects to work with the contractor with input on appropriate scenarios and context.
- 5.7.4 The contractor shall be required to provide the test scripts for user acceptance testing (UAT). The UAT shall be performed by the MSHP. The purpose of the UAT is to ensure that all requirements are met as specified and that all functionality is acceptable to MSHP.
- 5.7.5 The contractor shall be required to conduct system acceptance testing (SAT). The purpose of the SAT is to exercise the majority of the system in the configured solution, prior to going live with the solution. The contractor shall be required to demonstrate specified performance levels; therefore, the SAT plan shall discuss how the contractor will demonstrate performance.
- 5.7.6 Development, Test, Training and Production Systems: In order to facilitate the customization development of the baseline products through the implementation phases, the contractor must provide the specifications for MSHP to create the five complete environments as follows. These environments shall be hosted at the MSHP.
- a. Development System: To be used by developers to build the code and do initial testing at the State site. The agency anticipates the contractor will have a separate development environment at the contractor's site provided at the contractor's expense.
 - 1) The contractor shall provide a complete system architecture plan.
 - 2) The contractor shall utilize a development database with limited test records.
 - b. Test System: To be used by developers and end users for testing of code at the State site before it goes into production and for testing of the legacy data conversion process.
 - 1) The contractor shall provide a complete system architecture plan.
 - 2) The contractor shall utilize a separate test database instance from the development system.
 - 3) The contractor shall provide a more robust set of data than the development system.
 - c. Training System: To be used by end users for training at the State site before the system goes into production.
 - 1) The contractor shall provide a complete system architecture plan.
 - 2) The contractor shall utilize a separate training database instance from the test system.
 - 3) The contractor shall provide a comparable set of data to the test system.
 - d. Pre-production: To be used by developers and end users for performance and stress testing of code, conversions and connections at the State site before it goes into production.
 - 1) The contractor shall provide a complete system architecture plan.
 - 2) The contractor shall utilize a separate test database instance from the test system.
 - 3) The contractor shall utilize more robust network connections than the test and development.
 - 4) The contractor shall provide a production set of data.

- e. Production System: This is the primary system to be used in production at the State site.
 - 1) The contractor shall provide a complete system architecture plan.
 - 2) The contractor shall utilize production network connections.
 - 3) The contractor shall provide full redundancy.
- f. During the testing, the system shall be expected to perform successfully under all normal operational conditions in accordance with requirements, manufacturer's operating instructions, and contractor's technical and user specifications. Successful completion of testing is required before an authorization to proceed with the full implementation will be given. If, during the acceptance testing, the system offered fails to meet the requirements as outlined, the State of Missouri shall have the option of granting the contractor an opportunity to repair and/or modify the system and restart the testing. At any time during the acceptance testing, and at its sole discretion, the State of Missouri retains the option of deeming the system unacceptable and canceling the acceptance testing and subsequent acquisition of the system according to the terms of Contract Termination and Breach of Contract clauses.

5.7.7 System Compatibility Testing Environment: The contractor shall extend the rights of the product license to allow for copies of the Licensed products to execute in a test environment for the purposes of testing the compatibility of the Licensed products with any upgraded or new products, which interfaces with the Licensed products (such as the Operating System) or testing a new version or release of the Licensed products with existing products. The test environment may or may not be executed on the same hardware as the production system. This copy of the licensed products will not be used for production purposes. The State shall be authorized to use these copies of the Licensed products at no additional cost to the State.

5.8 Training:

5.8.1 The contractor shall create a user training plan for approval by MSHP. The training plan must be delivered to MSHP within sixty (60) business days after authorization to proceed on the contract performance as indicated by MSHP. This plan will articulate how the contractor's training approach based on the requirements specified herein.

- a. The contractor shall be required to update the training plans based on feedback from the agency and provide the revised/updated plan(s) to the agency at least fifteen (15) business days prior to performance of any training services.

5.8.2 The contractor must provide an online Web-based Train-the-Trainer type of training program in the application administration, database administration, and operation of the SMS system. The training must include, at a minimum, system operations, system management functions, system security, and querying & reporting functions. Training must include multi-sensory training modes (visual, auditory, and hands-on experience).

- a. The contractor must provide train-the-trainer training consisting of up to ten (10) people per session. The agency anticipates one train-the-trainer session; however, at the agency's sole discretion they may choose to purchase additional train-the-trainer training sessions.

5.8.3 At the written request of the agency, the contract must provide the option of supplemental on-site training should the agency determine that additional training is needed. The on-site training shall be provided at one location within Jefferson City, MO at a facility provided by the agency. Such optional supplemental on-site training should be priced in Exhibit I, Table I.3 "Optional Costs".

- a. The contractor must provide supplemental onsite training consisting of up to fifteen (15) people per session.

- 5.8.4 The contractor must provide training materials in softcopy, modifiable format (e.g., MS Word) for each classification of user (End-User, Administrator/Technical Staff).

5.9 Production Move/Cutover:

- 5.9.1 The contractor shall develop a production move/cutover plan that incorporates a well-thought-out progression of events from system installation to an operational solution. The cutover plan should be detailed enough to fully account for contingencies and potential problems.
- a. The contractor shall execute the system cutover plan as approved by MSHP.
- 5.9.2 After the system production move has been accomplished, there shall be an operational validation period of no less than thirty (30) calendar days prior to final acceptance of the solution by MSHP.
- a. Final acceptance shall be provided by the agency when **no** occurrence of a system failure or defect is occurring that has mission critical impacts or is critical for business continuity and the application response time and other performance criteria specified in this RFP have been met.
 - b. Upon final acceptance the payment holdback amount shall be paid to the contractor.
- 5.9.3 The contractor shall be responsible for participating in project steering committee meetings.
- 5.9.4 The contractor shall be responsible for appropriate status reporting on the project work plan throughout the effort.
- 5.9.5 The contractor shall be responsible for incorporating changes and comments into all proposed plans.
- 5.9.6 The contractor shall be responsible for timely and accurate notification of issues, problems, and defects in the solution, work plan, or any other effort related to the project's scope of work or solution.

5.10 System Documentation:

- 5.10.1 The contractor shall deliver "as built" documentation clearly articulating actual implementation configurations, settings, and complete installed solution documentation.
- 5.10.2 The contractor shall provide the MSHP both electronic (online or otherwise) documentation and hard copy documentation volumes of the SMS System. The electronic user documentation should describe the components, functions, and operations of the solution. Operations descriptions should include a list and description of all error conditions, as well as the associated error message displayed and the action required of the operator for each error condition.
- 5.10.3 The contractor shall maintain and update the electronic documentation throughout the life of the project to reflect hardware/software version updates and modifications.
- 5.10.4 Each workstation with MSHP access should be provided with complete electronic user documentation that is resident on the workstation or can be accessed via MSHP's internal networks.

5.11 Maintenance/Technical Support Requirements:

- 5.11.1 Technical Support: The contractor must provide to the agency a contact phone number which the agency can use to report technical system problems. This phone, if not a direct contact line to the contractor support structure, must provide a maximum of a 30-minute call back response by contractor personnel. It is highly desirable that the contractor provides a toll free telephone number for support

- 5.11.2 System Maintenance Support Services: The contractor must provide system maintenance (e.g. upgrades, enhancements, new releases, etc.) and technical support for all products/services provided in accordance with the Maintenance Support Plan provided in Exhibit F including ongoing unlimited telephone technical support problem determination and resolution. So long as the State of Missouri pays the maintenance fees as specified within Exhibit I, the contractor shall provide to the State of Missouri all generally publicly available improvements and additions to the functionality, as well as new functions, of the Licensed System and provide the maintenance services as specified herein.
- a. The maintenance support price stated in Exhibit I shall be effective upon expiration of the software warranty period. From date of contract award until such time that the maintenance billing takes effect, all technical and maintenance support services described herein shall be provided to the agency at no cost.
 - b. The contractor shall maintain the Licensed System so that it operates in conformity with all descriptions and specifications stated herein and as applicable in the RFP Exhibits including specifications for the performance of all improved or modified versions which the State of Missouri has been licensed to use.
 - c. Maintenance services shall include, at a minimum, the detection and correction of system errors according to the specifications described herein, in the applicable Exhibits and in the contractor's documentation of the system and the implementation of all program changes, system configuration, new releases/updates, upgrades, enhancements, new versions and implementation of additional programs provided under this contract discovered by the State of Missouri or otherwise made known to the contractor. In addition, Maintenance support shall be in accordance with the contractor's Maintenance plan specified in Exhibit F. The contractor agrees to respond to the State of Missouri's inquiries regarding the use and functionality of the solution as issues are encountered by system users.
 - d. As it pertains specifically to the SMS application software and how its operation affects the operating system database, the contractor shall provide system database maintenance corrections, fixes, etc, including updating the database(s), data warehousing, data mining, data cleansing, data integrity, data protection, data import/export functionality.
 - e. System Maintenance shall also include all services necessary to maintain the 99.9% system operational uptime, redundancy, and disaster recovery services described herein for all products provided by the contractor to include all system configurations, troubleshooting, resolution of system errors, malfunctions, and system restoration.
 - f. For any customization of the system to meet mandatory requirements of the RFP, the contractor shall be required to provide system technical support of those customizations through out the life of the contract. Such customization maintenance services must be included in the costs specified in Exhibit I for system maintenance. Any new versions or new releases of the system application acquired by or provided to the agency pursuant to the contract must include the customizations of the system required herein.
- 5.11.3 The contractor must provide technical/help desk support Monday through Friday, at least eight hours per day. It is highly desirable that the technical support coverage be twenty-four hours a day, seven days a week (24 x 7).
- 5.11.4 The help desk/technical support personnel should be knowledgeable and technically trained to answer/resolve system technical support problems. The help desk staff should be able to answer "how to" type questions about the system as well as questions about hardware and internet setting configurations.
- a. When the agency staff calls the help desk/technical support, the contractor's technical support staff should not place the agency caller on hold for more than five (5) minutes. If unable to connect the

agency caller to talk to an actual help desk/technical support person that can assist them with their problem(s) within the aforementioned 5 minute period, the technical staff should inform the agency caller that they'll need to call them back. Call back response shall be pursuant to paragraph 5.11.1. The contractor's staff merely picking up the phone to indicate for the caller to continue holding or other similar type message shall not meet this requirement. Merely answering the phone and assigning a case number to a problem shall not meet the technical response time requirements of the RFP.

- b. When calling back to the agency to report progress or answer help desk questions and the help desk staff are unable to reach the agency staff by telephone, the help desk staff should make at least two additional attempts within the next business hour to respond to the help desk inquiry/issue. The help desk/technical staff may leave a voice message for the agency caller but such message must indicate the contractor's staff person's name, time called, and description of how to return the call to obtain further assistance.
- c. If investigation and research is required by technical staff and the problem cannot be resolved or question answered immediately, then the help desk/technical support staff should call back within two (2) hours to report progress on the problem's resolution. Help desk staff should continue, on a daily basis or other basis agreed upon between the agency and contractor, to keep the agency staff informed on progress of the problem's resolution.

5.11.5 The contractor shall keep a log of all maintenance/technical support calls made to the help desk/technical support personnel and document the complaints and problems reported to the help desk system whether made by the agency or by the agency vendors utilizing the website. The log shall be made available to the agency as part of monthly reporting as well as any other time upon request by the agency. This report(s) shall be delivered to or made available to the agency no later than by the end of business (5:00 p.m. Central Time) on the fifth calendar day of every month. The log must at a minimum contain the following information:

- a. Time of call;
- b. Name of Caller;
- c. Caller's telephone number and/or email address;
- d. Description of Reported Problem/Complaint;
- e. Indication of whether the problem/complaint was resolved at time of call;
- f. Description of any follow up investigation/resolution plans;
- g. Assigned Case number if resolution not provided during call; and
- h. Date of and Description of Final Resolution.

5.11.6 It is highly desirable that the contractor provide electronic support. Electronic support includes the ability to report problems to the contractor on-line, the ability to browse a database containing problems, technical questions, and the ability to fix problems electronically.

5.11.7 The contractor shall agree and understand that the State of Missouri reserves the right to cancel maintenance on any or all of the item(s) with 30 calendar days prior written notice to the contractor.

5.12 Warranties:

5.12.1 System Warranty: The contract must provide at a minimum a two year warranty on all products provided, which shall commence upon date of contract award through expiration of the initial contract period (Date of Award through Two Years).

5.12.2 The contractor shall warrant that the system shall conform to the mandatory technical and performance requirements described in this RFP, including Exhibits thereto. The contractor shall also warrant that the system shall perform and operate in accordance with the contractor's published specification documentation, including user manuals, regarding the products.

- a. In the event that the State of Missouri discovers that the licensed products do not meet the mandatory technical and performance requirements described herein or any of the specifications of the contractors' documentation for the products during the warranty period, the contractor shall be given an opportunity to cure the breach of warranty, as follows: (1) the contractor shall correct the error and/or nonconformity within thirty (30) calendar days, unless otherwise agreed to in writing by the agency, (2) if the error/nonconformity pertains to a seldom used subroutine then the contractor shall provide the agency a reasonable procedure to circumvent the error, or (3) replace and/or substitute the product(s) with same and/or greater functionality without charge. If the aforementioned options are not feasible or do not resolve the breach of warranty, then the State of Missouri shall have the right to terminate the contract, return the licensed products provided, and receive a full refund of all license and maintenance fees paid to the contractor pursuant to this contract, provided that the State of Missouri notifies the contractor in writing within the fifteen (15) calendar days after testing the program fix/error correction or substitute product and such testing results in the product still being in substantial error/nonconformance to the mandatory technical and performance requirements of the contract. Upon termination of the contract due to breach of warranty, the agency shall return to the contractor, at the contractor's expense, all products licensed hereunder within thirty (30) calendar days of written termination notification.
- b. **Pass-Through of Warranties:** The contractor shall identify in writing all third-party warranties that the offeror receives in connection with any Product provided to the State of Missouri. The contractor hereby passes through the benefits of all such warranties, provided that nothing in this section shall reduce or limit the offeror's obligations under this contract.

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

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

5.12.5 **Compatibility Warranty:** Unless otherwise stated in Exhibits D, E and F or elsewhere herein, the contractor shall warrant that all products acquired pursuant to this contract shall be data, program, and communications compatible to all other products that will be acquired under the contract and compatible to the software and hardware environments that currently exist in the agency's computer environment as described herein.

- a. The contractor shall notify the agency as to any inaccuracies or known deficiencies or incompatibility with any related order.

5.13 Upgrades/Replacements:

5.13.1 The contractor shall agree and understand that the State of Missouri reserves the right to bid out any future upgrades and/or replacements.

5.14 Illicit Code:

5.14.1 The contractor must warrant that unless necessary to perform valid duties under this contract or can be verified and documented as to not cause harm to the state's operating environment and/or utilization of the system, any system programs developed or provided by the contractor under this contract to the State of Missouri shall: (i) contain no hidden files; (ii) not replicate, transmit, or activate itself without control of a person operating computing equipment on which it resides; (iii) not alter, damage, or erase any data

or computer programs without control of a person operating the computing equipment on which it resides; (iv) contain no virus or similar code known or unknown to the contractor; (v) contain no enabled restrictive key, node lock, time-out or other function, whether implemented by electronic, mechanical, or other means, which limits/hinders the use or access to any software programs based on residency on a specific hardware configuration, frequency of duration of use, or other limiting criteria (the matters described in (i) - (v) comprise illicit code).

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

5.15 Project Assessment Quotation (PAQ):

- 5.15.1 Project Assessment Quotations: The contractor's proposed system must allow for customizations of its functionality in order to provide the agency with enhancements and/or new functionality needed by the agency. For customization of the system not described in the RFP (outside of the contract requirements included herein and/or for undefined areas of scope of work requests), and for Data Conversion Services, 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) There shall be no reimbursement for all travel-related expenses – refer to paragraph 5.16.2.
- 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) business 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 and accepted by the State pursuant to the PAQ prior to the effective date of termination.
- 8) The duration of any PAQ must not exceed the effective contract period.
- 9) Project Assessment Quotation Invoicing: The contractor shall submit an itemized invoice to the agency within 30 calendar 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.

5.16 Other:

- 5.16.1 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.
- 5.16.2 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 I.

5.17 Deliverables:

- 5.17.1 Unless explicitly stated otherwise in this RFP, all deliverables shall be provided in Microsoft Office XP format in a version readable by MSHP. Upon mutual agreement of the contractor and MSHP, the version may be updated as appropriate. This applies to word processing documents, spreadsheets, presentations, and databases. The table below describes the deliverable items specifically for the SMS project that the contractor shall be responsible for providing to the MSHP. The deliverables for this solicitation shall include but not limited to the following:

Please refer to Section 3.1 “Definitions” for further explanation of deliverables below, which shall apply hereto.

Project/ Phase	Deliverable Document	Deliverable Description
Initial Planning	Project Management Plan	The Project Management Plan includes sections for the following subsidiary plans. • Project Scope Management Plan • Project Work Breakdown Structure • Cost Management Plan • Quality Management Plan • Staffing Management Plan • Communication Management Plan • Risk Management Plan
	High-level Project Schedule	A high-level schedule of major milestones and activities that tie together the phases executed within the project. The High-level Project Schedule does not typically contain detailed tasks for each phase.
Infrastructure	Project Management Plan	Updated Project Management Plan.
	Detailed Schedule	A Detailed Schedule will be developed showing all tasks, task dependencies, duration, work, and assigned resources.
	Implementation / Deployment Plan	A preliminary implementation deployment plan will be developed during the project’s Plan task and a final deployment plan during the project’s Build tasks.
	Weekly Contractor project status reports.	Weekly individual Contractor Project Status reports are submitted by every Contractor person working on the project. This report shows major accomplishments for the week and escalates risks and issues for action by Project Management. The report also includes a time report by task detailing the hours worked on each assigned task and the hours remaining to complete the task.

Project/ Phase	Deliverable Document	Deliverable Description
	Weekly MSHP status reports.	Summary Project Status report prepared by the Contractor Project Manager and submitted to the MSHP Project Manager.
	Updates to risks, issues, and change requests	As stated.
	Infrastructure Conceptual Architecture	The purpose of this document is to provide a conceptual architecture of the proposed application environment.
	Infrastructure Network and Security Architecture Design	The purpose of this document is to provide a description of the architecture of the application security environment.
	Infrastructure Logical Architecture	This document will build upon previously defined Infrastructure Conceptual Architecture. It will provide logical views of infrastructure, taking into account domains for each technology area (i.e. network, middleware, system management), standards definition and compliance, and cross-domain dependencies.
	Infrastructure Physical Architecture	This document is used to identify the specific components that will be used in the future infrastructure including detailed instructions, procedures and tools for each physical component. This document will also include connectivity design and implementation considerations.
	Infrastructure Gap Analysis	This document compares the current application infrastructure and the application infrastructure requirements to: • Identify where current systems and services may be leveraged in the application • Identify gaps that could prevent or hinder evolution from current state to end state • Document risks associated with each gap • Identify strategies to address each gap while mitigating risk
SMS System Implementation, Operation, & On-going Support	Project Management Plan	Updated Project Management Plan.
	Project Schedule	As part of ongoing project management, the Schedule for each phase will be updated from time to time.

Project/ Phase	Deliverable Document	Deliverable Description
	Weekly Contractor project status reports.	Weekly individual Contractor Project Status reports are submitted by every Contractor person working on the project. This report shows major accomplishments for the week and escalates risks and issues for action by Project Management. The report also includes a time report by task detailing the hours worked on each assigned task and the hours remaining to complete the task.
	Weekly MSHP status reports.	Summary Project Status report prepared by the Contractor Project Manager and submitted to the MSHP Project Manager.
	Updates to risks, issues, and change requests	As stated.
	Change Requests.	Change Requests are submitted within the Change Management system defined in the Change Control Plan. Change Requests document the scope, cost, and timeline of a proposed change. The MSHP reviews Change Requests and either approves or denies the change. Approved Change Requests become Change Orders and change the scope, budget, and schedule of the project and are processed through a Project Assessment Quotation (PAQ) process.
	Product Implementation Plan Document.	The approach and strategy that will guide the product implementation activities of the project.
	Design Specifications	A Design Specification describes user interaction with the system within a business process. A set of user and systemic actions that produces an observable result of value. Including the basic flow steps and identifying alternate and exception flows, identifying business rules and establishing validation criteria. A Design Specification describes the use of a system from start to finish. Design Specification focus attention on aspects of a system useful to people outside of the system itself.
	Business Rules	Business Rules are Narrative descriptions of policies, procedures, or principles within an organization or software application.
	User Interface Recommendations	Describes the desired changes to the user interface, or screens, of the software product. The development team reviews the recommendations and may suggest alternatives.
	Interface Design Document	The Interface Design document specifies the fields, protocols, and processes required to implement the interface.

Project/ Phase	Deliverable Document	Deliverable Description
	Configuration Rules	Configuration rules are data entered into database tables or software to configure the software product.
	Data Conversion Design Document	Documents information on sources of data, quality of data, estimated effort for data cleansing, method of data cleansing, converting and data verification after conversion.
	Data Conversion Plan	Develop a Data Conversion Plan
	Data Assessment and Cleansing	Data assessment and cleansing samples the sources of data to be converted to the new product. The data sources are analyzed for validity of content and relational integrity (ability to associate data sources using a common data field from each source). The results of the analysis provide a measure of the data cleansing effort required to make the data ready for conversion to the new product.
	Data Conversion Process	The process to be used to convert data from the data sources into the product database.
	Data Conversion Test Scripts	The instructions to be used to test the results of the Data Conversion Process.
	Data Conversion Completion	The completion of data conversion
	Test Plan	Defines the types of testing that will be performed. • Inspections • Functional Testing • Regression Testing. • Operational Testing • Benchmark Testing • User Acceptance Test Scripts • System Acceptance Testing • Final Acceptance Testing
	Test Scenarios	A set of test cases or test scripts and the sequence in which they are to be executed.
	System Test Scripts	The instructions for an end-to-end test of a set of related product functions that may be carried out by an automated test tool.
	Regression Test Scripts	The instructions for a set of tests that demonstrate whether or not defects have been injected into already tested product features. If defects are detected in previously tested features, the product has regressed.
	Test Summary Report	A report that summarizes the Test Scripts and Scenarios performed and the results of the tests.

Project/ Phase	Deliverable Document	Deliverable Description
	Performance Test Summary Report	A report that summarizes the results of a performance test. A performance tests demonstrates the degree of conformance of the product to the performance requirements (typically number of concurrent users and/or transaction volume).
	User, Technical and System Documentation	Documentation to support users, technical and system.
	Disaster and Recovery Documentation	Documentation detailing the full disaster and recovery plan for the project
	Training Plan	Documents the plans to train end users and administrative/technical users of the products.
	Training Kickoff presentation	A formal meeting to kickoff the Training Design activities.
	Training Schedule	The time sequence of training tasks.
	Classroom Training Materials	Any electronic or hard-copy resource materials used during training.
	Training Checklist	A checklist used by trainers to ensure that all topics have been covered during training.
	Training Evaluation Form	A form filled out by students to provide feedback on the efficacy of the training curriculum. Used as a source of lessons learned to improve the curriculum.
	Attendance Rosters	A record of the attendance of individual students at a training event.
	Training documentation maintenance plan	A plan that provides guidance to the client in the processes and/or procedures to use in maintaining the training curriculum and materials.
	Training calendar and schedule	A schedule of training events.
	Log of training issues identified from System Test and Acceptance Test	As client staff begin to use a product during System Test and Acceptance Test, issues identified as potential defects are sometimes caused by lack of knowledge. The Log of Training Issues allows the training curriculum and materials to be updated.
	Training Completion	The completion of formal training
	Go-Live Briefing presentation	A formal presentation to client stakeholders briefing them on plans for transitioning a product to production status.

Project/ Phase	Deliverable Document	Deliverable Description
	Infrastructure Logical Architecture	Updated document as needed.
	Infrastructure Physical Architecture	Updated document as needed.
	Infrastructure Conceptual Architecture	Updated document as needed.
	Infrastructure Gap Analysis	Updated document as needed.
	Infrastructure Network and Security Architecture Design	Updated document as needed.
	Production Move	Provide code and Movement of the code to production
	Lessons Learned.	Lessons Learned documentation is a formal process of knowledge sharing and performance improvement. Lessons Learned meetings may be held at any time during a project. A required Lessons Learned meeting will be held during the Close phase of the project and the results of the meeting will be documented.
	Maintenance and Support Plan	A description of a comprehensive maintenance and operations support program for all aspects of the SMS System provided by the contractor
	Project Closure Agreement	The Project Closure Agreement is a document that, when signed by MSHP, authorizes the project to be closed after the validation period had been successfully completed and indicates final acceptance of the system.

6. MSHP CURRENT OPERATIONAL AND TECHNICAL ENVIRONMENTS

This section of the RFP provides additional background information about MSHP and the MCJMP. The contents of this section are informational and nonbinding and do not require a response.

6.1 Overview:

This subsection presents an overview of operational, business, and technology environments of MSHP.

- 6.1.1 MSHP's primary statutory purpose is to enforce traffic laws and promote safety upon the highways. MSHP also serves as the central repository for statewide motor vehicle crash reports, alcohol- and drug-related traffic offense convictions, and criminal history records. Through analysis of traffic crash data collected by MSHP, safety improvements are made to roadways maintained by the Missouri Department of Transportation.
- 6.1.2 The MSHP organizational chart is presented in ATTACHMENT 1. The organizational chart of the MSHP Information Systems Division is presented in ATTACHMENT 2.
- 6.1.3 MSHP headquarters is located in Jefferson City, the state capital. A number of MSHP troops are also located in Jefferson City. Field operations, the most visible aspect of MSHP, are organized by troop. Nine troops (A through I) are located throughout the State. Patrol operations are organized by zone within each troop. ATTACHMENT 3 presents a map of troops and zones. ATTACHMENT 4 lists the addresses of MSHP locations throughout the State.
- 6.1.4 Key operational and systems volumes are presented in ATTACHMENT 5. Projected volumes for five (5) years are presented in order to assist vendors in sizing the proposed systems.
- 6.1.5 Additional information regarding MSHP can be found at:
www.msphp.dps.missouri.gov/MSHPWeb/Root/index.html.

6.2 Operational Environment:

This subsection presents brief descriptions that provide an overview of the operational environment associated with each of the six MCJMP systems.

6.2.1 Dispatching:

Calls for service are received at each of the nine troop locations. MSHP communications centers are secondary answering points. Calls may be received via various methods, including the following: telephone calls from primary answering points, such as county communications centers, sheriff's departments, or police departments; radio calls received from troopers; and radio calls received from officers of local agencies. MSHP does not receive 9-1-1 calls. Calls from Public Safety Answering Points (PSAPs) are relayed via voice; there are no automated telephone or CAD-to-CAD transfers.

An MSHP call taker adds call information to the LogiSYS CAD system. The call taker then uses CAD to transfer the call information to the radio operator. Call taker and radio operator roles and workstation positions may be separate or combined. Most calls are not associated with a specific address; rather, they are nonspecific locations on a highway. The radio operator assigns the call to a trooper. Currently, the radio operator makes dispatch recommendations; CAD is not used to make dispatch recommendations. Calls are dispatched based on zone assignments within each troop. Automatic Vehicle Location (AVL) displays allow radio operators to identify the location of units and incidents and are used by radio operators to make dispatch recommendations. The AVL system is not integrated with CAD. The preferred method of dispatching troopers is via CAD/mobile computing device (MCD) entry, although voice radio calls may also be used.

- a. Troopers communicate with other agencies via voice radio or mobile telephones.
- b. Vehicles are assigned to troopers, who use them as take-home vehicles.
- c. CAD is centralized at headquarters. Each troop communications center links to CAD via a T-1 link.

MSHP currently acts as the dispatch agency for other state agencies, including Water Patrol, Department of Conservation, State Parks and Historic Sites, Capitol Police, and the Fire Marshal's Office. CAD is not currently used for dispatching other agencies, but it is a possibility for the future.

6.2.2 Mobile Computing:

Each patrol vehicle assigned to road officers and specialists (675 vehicles out of a total vehicle fleet of 1,199) is equipped with an MCD, typically a Panasonic Toughbook CF-29. Troopers utilize mobile computing software from LogiSYS to communicate with CAD in order to receive call information and transmit unit status. Queries to other systems from MCDs use FRQuery from IBM, which MSHP plans to replace. MSHP utilizes the EDGE wireless broadband network from AT&T Wireless for MCD communications and plans to continue doing so. Other mobile computing functions include:

- a. Messaging to radio operators and other MSHP troops.
- b. Accessing state and national law enforcement networks and databases via the mobile computing message switch and the MULES statewide switch.
- c. Accessing other MSHP records.
- d. Utilizing DeLorme Street Atlas USA for directions/navigation.

6.2.3 In addition, MSHP is currently deploying in-house-developed crash reporting software. MSHP currently utilizes Amgraf, Inc.'s OneForm software for forms development but anticipates that the software will be replaced by the MCS/RMS solution. Current MCD parameters include the following:

- a. MCDs are assigned to troopers.
- b. MSHP does not currently deploy PDAs for mobile computing purposes and has no plans to do so.
- c. Citations are currently manual, but efforts are under way to allow for automated citation reporting.

Use of MCDs is growing within MSHP and these devices are becoming increasingly central to MSHP operations.

6.2.4 Records Management:

The highest volumes of records-related reports generated by MSHP are uniform traffic citations and accident reports.

Citations are completed in hard copy. Copies are forwarded to the issuing officer's troop headquarters where data is entered into the in-house-developed application.

Accident reports are fully automated statewide. The system utilizes work flow and electronic authorizations. It also enables direct entry to the records system. Troopers will be required to use the automated system. As accident reports are automated, MSHP expects the current process of data entry and scanning to be replaced by the new MCS/RMS.

In case of an arrest, MSHP troopers will create an SHP-325. Arrested persons are booked by local agencies at their detention facilities; MSHP does not perform booking or maintain detention facilities. SHP-325 forms are returned to the Traffic Division for data entry and scanning.

Missouri is planning to implement the Missouri Incident-Based Reporting System (MIBRS) in the near future.

While MSHP does not book arrestees, it does maintain property and evidence and therefore needs associated systems capability. Crime lab functions are outside the scope of this project.

MSHP maintains warrants/protective orders and requires associated automated capability.

If vehicles are impounded, they are kept by private contractors, but MSHP requires an impounded vehicle tracking capability.

MSHP performs various criminal investigations, crime analysis, and criminal intelligence functions under the direction of the Criminal Investigation Bureau. MSHP has developed plans for an in-house case management system. It intends to proceed with development efforts but expects the new RMS to replace the in-house system when the RMS is implemented. Automation of these functions is within the scope of this project.

In some areas of the State, MSHP performs a community policing function and requires associated automation capability.

The State of Missouri SAM II HR system is the primary system used for functions including HR, finance, and inventory. Without planning to replace or interface with SAM II, MSHP anticipates the need for agency-specific automation capabilities for the personnel/training and inventory management functions.

6.2.5 Statewide Message Switching:

MULES meets the needs of MSHP and the Missouri law and justice community; however, the system is no longer cost effective to continue maintaining the system nor efficient. MSHP's Information Systems Division is responsible for maintaining the application software, while the Office of Administration is responsible for mainframe operations. MULES hosts a variety of files, including hot files, vehicles, license plates, and others. It also provides access to Nlets – the International Justice & Public Safety Information Sharing Network (formerly NLETS) and NCIC. This is a complex system with multiple requirements and uses. MSHP expects the role of the switch to evolve to include integration tasks.

6.2.6 CCH:

The criminal history system meets the needs of MSHP and the Missouri law and justice community; however, the system is no longer cost effective to continue maintaining the system nor efficient. MSHP's Information Systems Division is responsible for maintaining the application software, while the Office of Administration is responsible for mainframe operations. MSHP's Criminal Records and Identification Division is responsible for management of the system. The system is separate from, but interfaced to, the statewide IAFIS from Sagem Morpho, Inc. Data is received from other criminal justice agencies, including prosecutors and courts. Manual information is entered by Criminal Records and Identification Division staff, while electronic information automatically updates the system.

6.3 Technical Environment:

Presented below is technical information about the applications, hardware, and networking currently being used by MSHP and the anticipated directions or requirements for the systems within the MCJMP.

6.3.1 Applications:

This subsection describes the applications used by MSHP that are relevant to the MCJMP procurement.

- a. CAD – LogiSYS CAD Version 4.2.
- b. MCS – LogiSYS Mobile Communications Software Version 1.1. Queries are handled via FRQuery client to WebSphere Everyplace Connection Manager (WECM) to FRQuery host to PST message switch to CAD or MULES.

- 1) MCDs are equipped with the following software: LANDesk, Symantec Corporation AntiVirus, Microsoft Office 2000, Lotus Notes 6.5.5, Adobe Reader 7.07, and Street Atlas USA 2005.
- 2) In-house field reporting applications were developed using OneForm and Lotus Notes.
- c. *RMS* – In-house RMS applications were developed for the mainframe environment using various tools, including COBOL, Customer Information Control System (CICS), job control language (JCL), COOLGen, and MQSeries.
- d. *SMS* – SMS applications were developed for the mainframe environment using numerous tools, including COBOL, CICS, JCL, COOLGen, and MQSeries.
- e. *CCH* – CCH applications were developed for the mainframe environment using various tools, including COBOL, CICS, JCL, COOLGen, and MQSeries.
- f. *Document Imaging* – IBM Content Manager Version 8.2.
- g. *Other* – Other software used by MSHP includes WebSphere (Internet), Lotus Notes (e-mail, work flow), Information Builders' FOCUS (report writer), SAS (report writer, statistical analysis), and Environmental Systems Research Institute, Inc's. (ESRI's) geographic information systems (GIS).

6.3.2 Hardware:

The following hardware is used to support current applications:

- a. *CAD* – Redundant IBM RS/6000 servers located at MSHP headquarters. System software includes AIX 5.2 and DB2 8.1.
- b. *MCS* – Panasonic CF-29 laptops. System software includes Microsoft Windows XP with SP2. Sierra Wireless MP775 wireless broadband modems include Sierra Watcher GPS capabilities.
- c. *Call Takers and Radio Operators* – Dell SX620 PCs equipped with two monitors.
- d. *RMS* – IBM mainframe hardware (located at the Office of Administration) and file servers located at MSHP.
- e. *SMS* – IBM mainframe hardware (located at the Office of Administration).
- f. *CCH* – IBM mainframe hardware (located at the Office of Administration).
- g. *Document Imaging* – Scanners, server hardware, and system software.

6.3.3 Networking:

MSHP utilizes standard Ethernet network standards and protocols to support information systems communications today. MSHP is standardized on Cisco Systems Inc. equipment for switches and routers for its local and wide area networking. Documentation of the MSHP network can be made available to vendors if needed.

**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 free from defect.

- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

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

15. REMEDIES AND RIGHTS

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

16. CANCELLATION OF CONTRACT

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

17. COMMUNICATIONS AND NOTICES

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

18. BANKRUPTCY OR INSOLVENCY

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

19. INVENTIONS, PATENTS AND COPYRIGHTS

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

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

21. AMERICANS WITH DISABILITIES ACT

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

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor,

whether through stock ownership or otherwise. Therefore offeror's failure to maintain compliance with chapter 144, RSMo may eliminate their proposal from consideration for award.

23. TITLES

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

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