



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

RFP NO.: B2Z09068
TITLE: WEB-BASED CASE MANAGEMENT SYSTEM
ISSUE DATE: 03/24/09

REQ NO.: NR 300 31849000002
BUYER: Cindy Stafford
PHONE NO.: (573) 751-7076
E-MAIL: cindy.stafford@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 04/16/09 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:

Dept. of Elementary and Secondary Ed./Div. of Vocational Rehabilitation
3024 Dupont Circle
Jefferson City, MO 65109

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 08/28/08). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	

CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN)	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

1.1.1 This document constitutes a request for competitive, sealed proposals for the provision of a web-based case management and financial system for the Missouri Department of Elementary and Secondary Education, Vocational Rehabilitation Division in coordination with the Office of Administration, Information Technology Services Division supporting the Department of Elementary and Secondary Education as set forth herein.

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

- 1) Introduction and General Information
- 2) Contractual Requirements
- 3) Proposal Submission Information
- 4) Exhibit A – Pricing Page(s)
- 5) Exhibit B – Experience, Reliability and Expertise
- 6) Exhibit C – Methodology
- 7) Exhibit D – MBE/WBE/Blind/Sheltered Participation
- 8) Exhibit E – MO Disable Veterans Service
- 9) Exhibit F – Affidavit of Work Authorization
- 10) Exhibit G – Federal Debarment Certification
- 11) Exhibit H – Miscellaneous Information
- 12) Terms and Conditions

1.2 **Pre-Proposal Conference - A teleconference preproposal regarding this Request for Proposal will be held on Monday, March 30, 2009 beginning at 9:30 a.m. Central Time. Interested parties may dial into the meeting by using the toll free number 866-630-9348, or if calling locally, please use 573-526-5622.**

1.2.1 The RFP will be used as the agenda for the pre-proposal conference.

1.2.2 Pre-Proposal Conference RFP Questions – All potential offerors are encouraged to participate in the Pre-Proposal Conference as it will be used as the forum for questions, communications, and discussions regarding the RFP. The offeror should become familiar with the RFP and develop all questions prior to the conference in order to ask questions and otherwise participate in the public communications regarding the RFP.

- a. Prior Communication – Prior to the Pre-Proposal Conference, the offeror may submit written communications and/or questions regarding the RFP to the buyer identified on page one. Such prior communication will provide the State of Missouri with insight into areas of the RFP which may be brought up for discussion during the conference and which may require clarification.
- b. During the Pre-Proposal Conference, the buyer of record will attempt to respond to all previously received questions/concerns regarding the RFP but it shall be the sole responsibility of the offeror to orally address any issues previously presented to the buyer by the offeror that the buyer of record may have failed to address.
- c. Amendment to the RFP - Any changes needed to the RFP as a result of discussions from the Pre-Proposal Conference will be accomplished as an amendment to the RFP. Formal minutes of the conference will not be maintained. A continual listing of questions received from potential offerors up until the RFP closing date will be maintained on the DPMM website as a separate link to the RFP. The answers to the questions shall not be provided on this document. Any questions that

require a revision to the RFP shall be accomplished as an amendment to the RFP. Vendor(s) name(s) shall not be disclosed on the document.

- 1.2.3 Pre-Proposal Conference Special Accommodations - Offerors are strongly encouraged to advise the Division of Purchasing and Materials Management within five (5) working days of the scheduled pre-proposal conference of any special accommodations needed for disabled personnel.

1.3 Background Information:

- 1.3.1 The Missouri Department of Elementary and Secondary Education (DESE), Vocational Rehabilitation, Division, (hereinafter may be referred to as *DESE*, *VR* or *state agency*) is the single state agency designated to administer the Vocational Rehabilitation (VR) program. VR serves approximately 28,000 people each year with a potential growth of six percent (6%) annually.
- 1.3.2 VR consists of one (1) central office and twenty-four (24) district offices, with approximately two-hundred and ninety seven (297) employees. Current case management and financial operations are automated in a custom system. Case narratives and some forms are stored electronically utilizing Lotus Notes and Microsoft Office 2007 applications.
- 1.3.3 VR is seeking the purchase of an off-the-shelf, customizable, package solution for the establishment of a web-based case management and financial system with a contractor with a strong knowledge and proven record of dealing with governmental vocational rehabilitation services to effectively coordinate, communicate, analyze, plan, and budget the complex services designed to manage approximately 30,000 Vocational Rehabilitation cases at any point in time.

1.4 Current System Environment:

- 1.4.1 The current Missouri VR system is a Lotus Notes-based system in which all case and financial information is entered. The database contains all case maintenance and financial data for the VR programs. The database is also used in calculating all required reports.
- 1.4.2 Missouri VR currently uses Lotus Notes 6.5. The Office of Administration Information Technology Services Division (ITSD) performs routine maintenance and supports the system.
- 1.4.3 Each VR office is connected via a network connection and a Lotus Notes installation.
- a. VR will utilize a single SQL 2005, or higher, server housed by ITSD to operate the purchased web-based case management system.
- 1.4.4 All PC's use Microsoft Windows XP Professional as the operating system, Internet Explorer 7.0 as the browser, and Microsoft Office 2007 applications. In addition, some PC's have special configurations for assistive technology to accommodate users with disabilities.
- 1.4.5 VR blind/visually impaired staff may utilize electronic assistive technology devices such as computer Braille displays and note taking devices, including those with refreshable Braille displays. Examples of note taking devices include the PAC Mate and BrailleNotes.
- 1.4.6 VR currently utilizes speech recognition software to facilitate data entry and note taking. At present, the software used is Dragon Dictate Naturally Speaking.
- 1.4.7 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

2. CONTRACTOR'S REQUIREMENTS AND SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The contractor shall perform all services in accordance with the provisions and requirements stated herein and to the sole satisfaction of the state agency.
- 2.1.2 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.
- 2.1.3 The contractor shall ensure that all 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>. VR and ITSD-DESE expect to work in a close, cooperative relationship with the contractor who shall provide a user-friendly customized commercial web-based case management system that supports all case management, fiscal, and reporting functions of VR.
 - a. It is imperative that the contractor takes the time to understand the business environment that governs VR. The contractor must accept input from VR and ITSD-DESE.
- 2.1.4 The contractor must have at least two (2) years of previous proven success with governmental Vocational Rehabilitation Agency web-based case management system development and successful statewide implementation, and be well experienced in the gathering and interpretation of functional requirements for vocational rehabilitation policies and practices.

2.2 Scope of Work Requirements:

- 2.2.1 The Missouri Department of Elementary and Secondary Education, Vocational Rehabilitation Division in cooperation with Office of Administration, ITSD-DESE, requires a commercial, customizable off-the-shelf, web-based case management and financial system (CMS). The CMS shall support Vocational Rehabilitation individuals through a variety of programs and services.
- 2.2.2 The web-based system must meet the requirements specified herein and be able to be customized to meet the VR's unique requirements, be capable of supporting all of the areas of VR, and must allow for customization by the State of Missouri. The CMS must be capable of expansion to support other areas, both within VR or other agencies that utilize/share common data.
 - a. The contractor shall provide the state agency with the source code for the web-based case review tool. Deliverables for the source code shall include (1) data model for application, (2) data dictionary, (3) site map diagram, and (4) application notes describing application flow and control for support purposes. All of the above items must be supplied as hard copy and in electronic form.
- 2.2.3 The system selected must be and remain in compliance with 34 Code of Federal Regulations (CFR), PARTS 361-399 and The Rehabilitation Act of 1973, as amended, Title IV of the Workforce Investment Act of 1998 and VR's policies, rules and regulations.
- 2.2.4 The development and implementation of the CMS must:
 - a. be a commercial, customizable, off-the-shelf, web-based case management and financial system including the customizations necessary to meet VR's unique requirements and business rules for the client services program, including those that provide the capabilities to support VR programs;
 - b. satisfy current and future mandatory federal reporting requirements as specified by the U.S. Department of Education, Office of Special Education and Rehabilitation Services Administration (RSA), including those required beginning in FY 2005;

- c. be completely Section 508 compliant; 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 websites for further information:

www.dmd.mo.gov/guidelines
www.moga.mo.gov/statutes/C100-199/1910000863.htm
www.dmd.mo.gov/guidelines/#_Toc21509711;

- d. facilitate caseload management for rehabilitation professionals in all service programs throughout VR;
- e. allow for necessary financial tracking, authorizations, and payments via a customizable fee schedule;
- f. track client caseload information, and allow for search capabilities based on key data elements;
- g. allow for the ability to create and track cases using a unique 9-digit number for those individuals without, or refusing to provide, a federally assigned SSN, in accordance with RSA -911; allow for the collection of additional identifiers, i.e. DCN and MOSIS Numbers, and have the capability of communicating with other State of Missouri systems using any of these numbers;
- h. allow for entering of vendor information and the services they provide, as well as obtaining information from outside entities;
- i. allow for communications with private sector service providers and vendors, including but not limited to electronic billing and communicating with secure web sites;
- j. allow for set up and connection to employers databases
- k. allow for tracking VR, SS (Social Security), and Ticket to Work, ;
- l. allow for generation of automated forms and communications to clients in accessible formats, and creating mail merge capabilities;
- m. produce management reports, both on caseload and financial information, at all levels of the agency, contained in an easy-to-use interface;
- n. ensure that reports are available by individual case, counselor, program, district, and agency level;
- o. ensure that the selection of the level of reporting will be at the control of the request originator and based on security clearance to that information;
- p. allow for Ad Hoc report generation, in addition to standard reports available through the system;
- q. provide an accounting system for the tracking of encumbrances and expenditures for client services that will provide the necessary data required to support the SAM II System (State Automated Management fiscal accounting system) and the fiscal responsibilities of VR (VR requires the ability to change accounting codes required to process payments). The case management system shall be required to interface with SAMII and must support the information required by SAMII. The system must have the ability to track expenditures and encumbrances by appropriation, program, vendor, client, service code, district, and individual staff (see section 2.2.10). The system must support the reporting requirements herein (specifically section 2.2.12).

- r. allow access by VR offices located statewide, as well as remote access by field operatives traveling throughout the state;
- s. provide for offline capabilities, and the ability to synchronize offline data with the main database;
- t. provide for security of data in accordance with state and federal statutes and regulations including but not limited to the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”);
- u. provide the ability to make calls to the API (Application Programming Interface) commands of external or third party applications, and provide for the ability to customize the user interface; allowing a button to be programmed with the functionality to make calls to these applications;
- v. allow VR to create authorizations for services and approve invoices for payment;
- w. provide for easy portability or extraction of information to utility systems including, but not exclusive to, Microsoft Word, Excel, PowerPoint, and Access; and
- x. follow standard Project Management and Life Cycle development processes as well as Best Practices for programming standards.

2.2.5 VR shall provide the contractor with the following:

- a. An ITSD-DESE project manager who shall assist the contractor in the development of a project plan; assist with the overall process; manage VR deliverables, specifications, and timelines; manage VR teams, associated roles, and team progress; oversee the contractor’s project manager and project team; manage the project scope, specifications, and timelines; coordinate support for consultants; and coordinate communications;
- b. High-level business requirements and high-level technology requirements. VR will provide knowledgeable staff to assist the contractor with detailed information on the various programs and business processes;
- c. Internal and external entities;
- d. Expeditionary responses to contractor’s inquiries and requests;
- e. Consultation throughout the length of the project; and
- f. Use of work space for up to ten (10) to fifteen (15) staff with access to copiers, PCs, and phones.

2.2.6 The contractor shall provide VR with:

- a. A project manager with at least two (2) years of documented experience managing similar software development projects – VR agency implementation and customer off-the-shelf package implementation experience preferred;
- b. A technical lead(s) with documented experience with current web-based technologies, network security, telecommunications, and software development;
- c. A database analyst(s)/administrator(s) with documented experience with current web-based technologies, server capabilities, software design and development, needs assessment, reporting tools, quality assurance, and documentation;

- d. Programmer(s) with documented experience with current web-based technologies and software development;
- e. A phased approach to deliver their product including conducting a needs assessment to produce functional requirements including the initial project plan, and detailed business and technology requirements;
- f. A product conceptual plan and design including:
 - A process model
 - The data architecture (migration plan, back-up and recovery plan)
 - The application architecture (software type and version, screens, reports, data formats, and forms)
 - The technical architecture (platform, operating system, capacity plan, standards)
 - A testing plan
 - Security plan (include physical and data security)
 - Disaster recovery plan
 - Data migration plan
 - Training plan
 - Implementation schedule
 - Produce final design of the product
 - Develop / customize the functional product application including:
 - Produce the database design
 - Build/modify the database
 - Test Data creation by conversion, obfuscation, and/or cleansing routines
 - Build/modify database testing routines
 - Perform database unit testing
 - Produce a data migration design
 - Build/install any migration components
 - Build testing routines
 - Perform unit testing
 - Design the software configuration
 - Install and configure software components
 - Unit test software components
 - Design the hardware configuration
 - Install and configure hardware components
 - Build hardware test routines
 - Unit test hardware components;
- g. Testing each phase of the functional application;
- h. Installation, deployment, and testing the product including:
 - Data extraction from current VR LOTUS - Domino system,
 - Data conversion, and/or cleansing
 - Develop validation routines
 - Load data into new CMS and validate data
 - Run software/system execution
 - Execute operational flow
 - Run reports;
- i. Documentation of the functional product including:
 - Document the business routines and processes

- Document the functional application process;
- j. A Training Coordinator(s) with documented experience training on web-based technologies;
- k. Training VR on use of the system including:
 - Develop a training plan
 - Create training tools and documentation
 - Develop an assessment plan.
- l. Scheduled demonstrations of the system's functionality
- m. A presentation of each phase for formal review/modification and approval by VR and ITSD-DESE before moving on to the next phase. All phases must successfully pass multiple test processes prior to final acceptance by VR.

2.2.7 The contractor's project manager shall:

- a. Work closely with VR in the development of the project plan;
- b. Manage the contractor product deliverables, specifications, and time lines;
- c. Manage the contractor project team, in conjunction with VR project manager;
- d. Attend all information, management, and other meetings required for project completion;
- e. Provide weekly status updates that shall include, but not be limited to:
 - Deliverables and activities completed for the period
 - Deliverables and activities in progress and their status
 - Deliverables and activities planned for next period
 - Changes submitted and their status
 - Items that may impact project schedule
- f. Ensure that the contractor's staff engaged in the project shall at all times remain under the control and direction of the contractor and shall possess the appropriate skills and experience for the tasks assigned, and shall be available at such times as are agreed by VR. VR reserves the right to interview each individual assigned to the project team. VR also reserves the right to request that the contractor terminate the services of any project team member and provide a suitable replacement. No substitutions on staffing will be permitted without prior written approval from a VR authorized representative.

2.2.8 Meetings:

- a. Information Meetings: The contractor shall participate in regularly scheduled information meetings to be held and conducted on-site in cooperation with appropriate VR representatives. Persons who are responsible for administrator-level maintenance of the system must attend.
- b. Management Meetings: Monthly management meetings are required between the contractor and appropriate VR staff. The purpose of these meetings shall be to assess the progress of the project (assisted by a current project plan) and discuss potential risks that could have a negative impact on the project. The initial management meetings shall occur within thirty (30) calendar days of the award of the contract. Subsequent management meetings will be conducted on dates that are mutually agreeable to both parties and can be conducted remotely.

2.2.9 Functional Requirements of the Web-based Case Management System:

- a. The contractor must provide a system which must meet all functionality requirements specified herein. The system must allow for data to only be entered once within the system, permeating the data throughout the system's data fields and populate the appropriate fields. The system must be intuitive in terms of its ability to assist users in following the rehabilitation process. The system must be expandable to meet the unique requirements of VR;
- b. The contractor must provide a system which will be able to support all service programs represented within VR;
- c. As VR is a multi-faceted organization addressing areas of:
 - Caseload Management,
 - Case Processing,
 - Fiscal Operations,
 - Reporting and Database --

each area of VR is unique to itself while at the same time crossing barriers and sharing common data between each other, while others, such as fiscal operations, roll areas together. Therefore, the contractor's system's infrastructure and architecture must be capable to perform in a manner similar to the cross-functional capabilities of VR.

- d. As each program and process has specific needs, such as the business process, security, and reporting, with many elements shared by the cross-functional environment and are considered required by all, the contractor's system must meet or exceed the functional requirements of each of these areas.

2.2.10 Business Process Requirements:

- a. The contractor must provide general business processes for all programs identified herein which shall include but are not limited to:
 - A system customizable to follow VR's business rules;
 - Providing for the capture of VR requirement information on all referrals;
 - Providing for data conversion from existing system(s);
 - Where applicable, and permitted, providing a seamless interface with other state systems, both as input and output, with an appropriate audit trail;
 - The system must meet all Section 508 Compliance standards;
- b. The contractor **MUST** provide the following functionality identified herein which shall include but is not limited to:
 - The ability to track all client phases - open, closed, referrals, eligibility, financial, demographics, rehabilitation plans;
 - Tracking clients via data elements;
 - Ability to sort cases by key information;
 - Ability to locate a particular case by searching for a client's last name, first name, and/or SSN;
 - Allow each user to set "custom" activity reminders;
 - Prompting for and recording annual follow-up of closed cases (per federal law);

- Linking a client's case with any of the client's prior cases;
- Prohibiting users from entering two participants into the system with the same SSN, or other unique 9-digit number if used;
- Recording information related to case closure, including collecting federal closure data elements and rationale of closure for all programs;
- Allowing for entry of multiple case notes;
- Allowing for entering of vendor information, and the services they provide, as well as obtaining information from outside entities;
- Allowing authorized users to search for authorizations by date, authorization number, client name, vendor, service code, caseload number, exception, and encumbrance;
- Tracking client progress notes for documentation purposes;
- Generating automated forms and communications to clients in accessible formats, and creating mail merge capabilities
- Tracking client purchase orders and disbursements;
- Creating and tracking inventory;
- Ability to handle audit trail of actions taken;
- Ability to communicate with private sector service providers and vendors, including, but not limited to, electronic billing and communicating with secure web sites;
- Ability to set up and connect to employer database;
- Ability to list and view archived cases;
- Ability to view/request closed case files;
- Ability to track self employment;
- Displaying referrals that move to application;
- Displaying all cases assigned by District Office, by Counselor;
- Displaying all cases for an individual (past and present) stored in the system;
- Displaying all cases for which a user has the appropriate security clearance;
- Ability to display all "Activity Due" reminders specific to each program, including, but not limited to, Eligibility Due, Trial Work Experience Plan Expire, Plan Due, Plan Expire, Closure, Annual Plan Review, and Annual Review (Ineligibility Decision Review)
- Ability to interface with individual calendars, as well as group calendars;
- Provide for offline capability, and for synchronization to main database;
- Allow for integration with document management systems;
- Ability to add scanned documentation to the correct client file(s) in the system database
- Allow for necessary hard-copy documentation tracking and retention;
- Allowing for partial payment of an authorization;
- Allowing for partial payment to be marked as final payment with all balance due subsequently cancelled;
- Allowing for cancellation of existing authorizations to maintain accurate case expenditures and budgets;
- Tracking specialized fee codes associated with our vendors and services;

- Providing expenditure tracking log with tickler system, based on VR business rules and various levels of authorization authority;
 - Allowing budgeting of case service funds at any level of the organization; provide a link to necessary forms;
 - Monitoring expenditures with specific link and action alert to email;
 - Allowing and provide for customized authorizations for specific services;
 - Linking authorizations to electronic approvals based on VR business rules;
 - Allowing an authorization to contain more than one item, product, or service;
 - Allowing for payments or authorizations in excess of original authorized amount by permissions;
 - Allowing VR to customize authorization and payment rules through system parameters;
 - Ability to handle refund tracking;
 - Allowing authorization customization, including, but not limited to, utilizing cut-and-paste with Microsoft Word and Excel documents;
 - Storing all state and federally required data elements and documentation for each case;
 - Database created in query-friendly format;
 - Providing for structured Ad Hoc reporting capability;
 - Compiling statistical data, and generating Ad Hoc reports on requests, and the ability to download the data to Microsoft products;
 - Reporting for state and federal RSA purposes;
 - Producing internal financial case management reports;
 - Providing extensive reporting for client support and client tracking;
 - Provide online user guide;
 - Listing of edit checks and data dictionary;
 - Allow for an unlimited number of users;
 - Provide in-house code ownership;
 - Allow for in-house customization;
 - Allow for multiple sign-ons per User ID
 - Technology must be ASP.NET with VB.NET or C#.NET (VB is preferred);
 - System must be able to run on Windows IIS server;
 - Database must be SQL Server 2005 or greater;
 - Security system must integrate using single sign-on with Active Directory;
 - System must be deployable in multiple environments, e.g. DEVELOPMENT, TEST, and PRODUCTION, at no additional licensing costs;
- c. The contractor **MUST** provide specific business processes for vocational rehabilitation which shall include but not be limited to:
- Tracking VR, SS, Ticket to Work, and ILR program specific and employment data
 - Allow for the ability to create and track cases using a unique 9-digit number for those individuals without, or refusing to provide, a federally assigned SSN, in accordance with RSA -911; allow for

the collection of additional identifiers, i.e. DCN and MOSIS Numbers, and provide the ability to communicate with other state of Missouri systems using any of these numbers.

- Providing for authorizing products or services from a customizable fee schedule;
 - Linking authorization to price comparison sheet, approved exception, approved rehabilitation plan, approved justification, i.e. job coaching;
 - Provide QA (Quality and Compliance) Case Management system, or provide ability to link to existing QA system;
 - Ability to track state and federal match percentages;
 - Providing and allowing for generation of referrals to external agencies, e.g. Work Force Development, by letter or electronic means, with the ability to do mail merges, and for these letters to be available in the client's electronic file.
 - Ability to handle bar coding;
 - Creation of a technical discussion database/blog, for users to enter questions/issues;
- d. The contractor must be capable of providing the following business processes for vocational rehabilitation, on a per item basis, at the firm, fixed pricings identified in Exhibit A herein. VR retains the right to have some/all/none of these items added to the initial system:
- Allow the client to log into the system, to update their own information
 - Ability to track in-house credit card accounts
 - Ability to handle maintenance of effort tracking
 - Allow clients to complete an online customer satisfaction survey

2.2.11 Security Requirements of the Web-Based Case Management System:

- a. The contractor shall provide a system which must meet the following security requirements:
- Permit system access through use of single sign-on in coordination with Windows Active Directory authentication. Use user id and password as assigned via the DESE security application to provide application level security;
 - Allow multiple Sign-Ons per User ID;
 - Provide browser client security and at a minimum utilize Secure Sockets Layer ("SSL") with 128 bit encryption or higher;
 - The system shall incorporate a Role Based Access Control Mechanism that supports administration of user access based on job function profile;
 - Provide full security audit capabilities that support logging of access to the system, application, database, and client specific data records. The system should log events to an easily accessible database file;
 - The system must be in compliance with The Rehabilitation Act of 1973, as amended, as it pertains to confidentiality of client information; and
 - The system design shall support the State of Missouri's need to maintain compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.

2.2.12 Reporting Requirements of the Web-Based Case Management System:

- a. The contractor shall provide a system which must have the following reporting functionality to:
- Generate all state and federal reports;

- Generate essential management reports including Performance Statistics and Budget vs. Expenditure reports;
 - Print Caseload Reports by specified categories including, but not limited to Status and Name.
 - Print Activity Due reminders including: Eligibility Due, Trial Work Experience Plan Expire, Plan Due, Plan Expire, Closure, Annual Service Review;
 - Generate Federal reports directly from the data collected by staff, including those required beginning in FY 2009 (refer to <http://www.ed.gov/about/offices/list/osers/rsa/about.html>);
 - Where applicable and approved, permit the transmission of federal reporting directly to the federal website;
 - Ability to Generate “Overdue Commitment” or “Overdue Bill” reminders based on Departmental acceptability parameters with link to generate “Reminder Letter”;
 - Produce ad hoc reports on any statistical data elements contained in the “RSA-911” including those required beginning FY 2007 (refer to “PD 06-01” at <http://www.ed.gov/policy/speced/guid/rsa/pd-2006.html>);
 - Generate time sensitive reports on program performance related to National Standards and Indicators directly from the data collected by staff, including any required beginning in FFY 2007. (Refer to <http://www.ed.gov/rschstat/eval/rehab/standards.html>) by district, state and caseload;
 - Allow for the generation and export of statistical and/or graphical representative data for use in utility applications such as MS Excel, Access, PowerPoint, etc.;
 - Provide a "shell" program for staff to create a catalog of reports to print;
 - Allow agency development staff to create and catalog reports for statewide distribution;
 - Provide Ad Hoc report generation capabilities for special request or other one-time reporting requirements;
 - Perform inquiries in such a manner that users can perform other work on the PC while inquiries are being processed, with no consequent degradation in the PC system performances;
 - Allow users to determine data trends over time and users must be able to create standard report runs for these analyses;
 - Allow users to save inquiry steps for later use by themselves and/or others;
 - Allow non-technical users to easily create and modify inquiries and groups of defined data elements to be used in inquiries, and must not need to input requests in any programming language or building of subsets;
 - Allow users to export the results of inquiries into common desktop software applications;
 - Allow users to selectively print results of reports and queries;
 - Allow users to define parameters of reports and queries that shall provide unduplicated counts of values at any level of summarization;
 - Allow users to view report and query parameters as results or being reviewed;
 - Automatically notify users when reports and queries are completed;
 - Allow the system’s reports and/or queries to be viewed by multiple users at various locations/workstations; and
 - Ensure the selection of the level of reporting will be at the control of the request originator and based on the security clearance to this information.
- b. The contractor shall provide a system which shall provide a set of predefined reports to include but not be limited to the following:
- Client reports;
 - Fiscal (encumbrance and expenditure) reports;
 - Statistical reports for field and administrative staff;
 - Tickler reporting;
 - Ad Hoc reports as requested through system queries;
 - Staff shall have the capability to run their own reports, and print the reports locally;
 - Third party add-on report generation tools, such as SQL Reports; and

- An easy-to-access library of already built query and run parameters which users can select, modify, and/or copy for their use is desired.
- c. The contractor will provide a system with the capability to generate federal reports to include but not be limited to the following federal forms:
- RSA-911
 - RSA-2
 - RSA-113
- d. Query and Ad Hoc Reporting Capability: The contractor shall provide system software which shall contain Ad Hoc query and reporting capabilities/tools. The system shall be designed to allow VR staff to have real-time access to all data so as to be able to create Ad Hoc queries and reports by client, counselor, district office, region or agency-wide from all system documents. Queries must be able to be initiated by a system user with a simple query interface. Query-by-example ("QBE") is a desirable feature; the requirement for a user to write native SQL (Structured Query Language) or other code Statements is not desirable. Query results must be able to be viewed, printed or saved in MS-DOS Delimited, MS Word or MS Excel file formats. The software must have the ability to create and save query templates or another "save and re-use" feature and security procedures which shall ensure proper reporting level.
1. Query and Ad Hoc Reports: The system shall be developed so that VR personnel can run reports to support management information needs. The system shall include a user interface that accepts selection and sort criteria and then generates reports based on those criteria. The system shall also allow these reports to be generated automatically, with preset criteria. The report generator functionality must include a scheduling or production process for routine reporting.

2.2.13 Technical Capabilities and System-Wide Requirements:

- a. The contractor shall provide a web-based case management software system which must comply with the platforms identified below, with the State of Missouri providing all hardware to support the system. The architecture must comply with the State of Missouri's design for presentation, application, and database platforms. The web-based case management system must include, within the specified areas:
- Browser:
 - Display data pages
 - Perform validation
 - Package information
 - Application Server:
 - Platform will be Windows Server 2003 server using IIS
 - Dynamically create HTML based data pages
 - Implement business rules
 - Database Server:
 - Platform will be Windows supporting IIS and with at least SQL 2005 or above
 - House and organize data
 - Retrieve, insert, update and delete data
- b. The contractor shall ensure that the software to operate the platforms for the web-based case management system must be compatible with the following software:
- Internet Explorer 7.X or greater
 - Windows XP Professional or greater

- Jaws for Windows
 - Window Eyes
 - Duxberry Braille Translation
 - MAGic Screen Magnification
 - ZoomText with Speech
 - Dragon Dictate Naturally Speaking
- c. The contractor must provide a system which complies with SQL Server 2005 or greater. The system shall operate with a SQL relational database with expandability to Data Warehouse Technology. The state agency currently operates a Decision Support System on its data warehouse and prefers that no modifications be required to the data warehouse.
- d. Development Tools for the web-based case management system: the contractor must provide development integrated development environment which must comply with the following:
- Visual Studio
 - Visual Studio.Net (preferably VB.NET).
- e. The contractor must provide connectivity between platforms which provide the following:
- Browser with:
- HTTPS and SSL Protocol
 - Requests
 - Pages ready for display.
- Application Service with:
- OLEDB on Named Pipes
 - Uses SQL as language to describe requests
 - Returns data in record or table format.
- f. Non-Visual Access: The system must have interface capabilities to devices and enhancements to assist persons with visual impairments and comply with Section 508, The Rehabilitation Act of 1973, as amended.
- g. User Interface: The contractor shall provide a system which is totally web based.
- h. Navigation and Design - The contractor must provide a system with:
- The capability to operate the software utilizing both mouse and/or keyboard is mandatory for all functions;
 - Modular and table-driven capabilities. All tables within the system shall have development screens to allow the update of all tables and shall be accessible to VR administrative staff for maintenance and updates based on the appropriate security authorization;
 - The capability of allowing access down to the User-ID level;
 - The ability to allow access to selected portions of the system, based on the User ID;
 - The ability to transfer between related screens without necessitating a return to the main screen;
 - The capability of allowing read only access for certain staff members to be identified by VR. The system shall be capable of assigning various levels of read/write capability at the screen level and field level to managers, support staff, and other specialists, to be determined by VR;

- The capability to provide feedback to the user in the form of error messages and messages indicating successful completion of functions. These messages may be in the form of pop-up windows or may appear in a status bar on each data entry form; and
 - The ability, in any instance where the software denies an activity, to display a screen with a statement of policy message that clearly explains why the action has been denied.
- i. System Attributes – The contractor must provide a system which:
- Complies and supports the requirements for data as defined in the Code of Federal Regulations and The Rehabilitation Act of 1973, as amended and has the capability to add VR specific information;
 - Is completely Section 508 Compliant; and
 - Has the capability of real-time (immediate) updating of data files.
- j. Report Access: Based on the software profile configuration section of the program, access to reports may also be restricted. The contractor shall ensure that the following criteria are met:
- IT Staff providing maintenance support shall have full system access; and
 - Assignments to the system's features shall be determined and assigned on a per user basis by VR management.
- k. Tickler System: The contractor shall provide a tickler system which shall provide the ability to be reminded to do a specific task or to perform an activity. Items in this category include, but are not limited to:
- Clients in employment status eligible to be closed;
 - Action alert list on Client Services Status Codes;
 - Closed Client review;
 - Client note entries;
 - Expired Client Service purchase authorizations;
 - Outstanding "Individual Plans for Employment" (IPE) requiring an action;
 - All closed cases.
- NOTE: The tickler system shall allow management to demand a tickler report on staff activity due at any time and to direct it into the staff person's in-basket, and/or print out any or all of the items as a "To-do" list.
- l. Printing: The contractor shall provide a system with the capability of printing the entire case record, selected sections, individual pages, forms, letters and reports. Printing shall be as simple as selecting the print icon.
- m. Searching: The contractor shall provide a system with Ad Hoc query capabilities, which shall be able to be used to search for all records in the system that contains any combination of values of fields on the current form or document the user is accessing. The system shall provide a method for users to save searches.
- n. Management Operation Application: The contractor shall provide a management operation application for VR client services management to:
- Review client histories;
 - Authorize expenditures at a client level;
 - Maintain accessible history on all clients for a period to be determined by VR after closure;
 - Create reports;
 - Ability to approve eligibility for services; and

- Ability to approve IPE and ILP service plans.
- o. Client Management Process Requirements: The system shall provide support for and performance of all programs as defined in all state and federal rules and regulations. Program areas include Vocational Rehabilitation, and Independent Living. This includes general capabilities for all program areas including but not limited to:
- Referral Tracking - The system shall track and maintain information on all referrals received. The system shall include client referral data as part of the client record for referrals moving to application status;
 - Application Tracking - The system shall include clients' application data as part of the client record;
 - Eligibility Determination and Development of the Individualized Plan for Employment and Independent Living Plan. The system shall provide the user the capability to gather, synthesize and analyze necessary data for eligibility determination, goal selection, and delivery of services to clients;
 - Client Management Capabilities - The system shall provide client management information to field and State office staff in the form of standing reports and Ad Hoc queries;
 - Utilization of Social Security Number (SSN), or other unique 9-digit number - The system shall capture the client's SSN for tracking and monitoring of transactions and client record informational purposes. The system shall allow for the ability to create and track cases using a unique 9-digit number for those individuals without, or refusing to provide, a federally assigned SSN, in accordance with RSA -911, and will allow for the collection of additional identifiers, i.e. DCN and MOSIS Numbers, and provide the ability to communicate with other state of Missouri systems using any of these numbers.
 - Capturing Client Notes - The system shall be capable of capturing and storing client narrative notes within the electronic client record. These notes must be Microsoft Word compatible;
 - Client Service Time Limits - The system shall allow time limits for a client's case to be in a specific status. The time limits shall be able to be changed by VR administrative staff;
 - Status Changes - The software shall track status-flow changes and should prevent status code changes and other client activity when prerequisites have not been met;
 - Status Code Changes - All edits, as defined by federal regulations, shall be implemented within the system. These edits shall function as a client is in process as well as at client closure. The status change shall require a status change date. The system shall edit all dates input into the system. Date format shall conform to Federal regulations;
 - Client History Tracking - The software shall provide the capability to track client closure and reopening by assigning a unique alphanumeric client number for each client. The software shall record the user ID and date/time stamp of any record modifications made a user;
 - Accessibility of Historical Data - Closed records shall be accessible by VR staff. The system shall maintain, as accessible data, all open clients plus a minimum defined by VR for history of closed clients;
 - Prevention of Duplicates - The CMS shall be capable of checking for and preventing duplicates on any key field. If duplicates are found, the system shall reject the activity connected to the duplication, and provide the user with an error message;
 - System Controls - VR staff shall have the capability of preventing and setting limits for backdating of items such as status changes, eligibility, application, authorization, rehabilitation plan, or closure information by permissions;
 - Selected Viewing - The system shall allow viewing of selected items without viewing entire client record for areas such as client narrative, status history and fiscal history;
 - Help Screens - Help screens/dropdown menus shall be available to list and describe valid codes when codes are required on a data entry form;
 - Text Entry for Notes and Memos - Notes and memos shall be accessible through the system. Users should be able to cut/paste between processes, thus allowing access to spell checking and formatting, when needed;

- Automated Forms and Customized Letters - The system shall handle necessary forms and customized letters, many of which are developed and shared with individuals receiving services. Examples include but are not limited to the Application for Rehabilitation Services, Notification of Eligibility, Release of Information, and Individualized Plan for Employment (IPE). Staff will have the ability to produce and save customized letters; and
- Authorization for Services - Issuance of Authorizations' shall be done by the system. The system will track individual staff expenditures and expenditures by client from the inception of the client's case. The system must have the ability to add, create, or modify authorizations for specific services. Editing of authorization amounts based on budget allocation, vendor, payment address, and payment approval shall be performed by rehabilitation staff, assistant, or District Supervisor. In the creation of Authorizations, the system shall validate the client and vendor, and track encumbrances against the appropriate budget and contract, and services code. The system shall prompt the user if the purchase is in keeping with existing rehabilitation plan, as well as by status rule and other business rules.

2.2.14 Financial Requirements:

- a. The contractor shall provide a system capable of:
 - Providing Ad Hoc reports on vendor payment history, which includes claimant name and SSN, authorization number, date of service, date of payment, payment amount, and payment number;
 - Tracking allotments at a counselor and district level; and
 - Allowing the ability to post multiple payments to one service.
 - Allowing for partial payment of an authorization;
 - Allowing for partial payment to be marked as final payment with all balance due subsequently cancelled;
 - Allowing for cancellation of existing authorizations to maintain accurate case expenditures and budgets;
 - Tracking specialized fee codes associated with our vendors and services;
 - Providing expenditure tracking log with tickler system, based on VR business rules and various levels of authorization authority;
 - Allowing budgeting of case service funds at any level of the organization; provide a link to necessary forms;
 - Monitoring expenditures with specific link and action alert to email;
 - Allowing and provide for customized authorizations for specific services;
 - Linking authorizations to electronic approvals based on VR business rules;
 - Allowing an authorization to contain more than one item, product, or service;
 - Allowing for payments or authorizations in excess of original authorized amount by permissions;
 - Allowing VR to customize authorization and payment rules through system parameters;
 - Ability to handle refund tracking;
 - Providing for authorizing products or services from a customizable fee schedule;
 - The IPE should integrate the Cost Worksheet activities and functions directly in plan.
 - Ability to allow colleges to electronically update their fee schedules
- b. Expenditure Tracking: The contractor shall ensure that the system is capable of tracking all client services expenditures and encumbrances by client, counselor, district, program, vendor, service category, contract fiscal year, and fund code.
- c. Migration of Existing Data: The contractor shall be responsible for mapping, manipulating, validating and migrating the existing data from the current Lotus Notes system with assistance from the ITSD-DESE staff at VR. ITSD-DESE will provide text files for use in this process.

- d. Fiscal Year Support: The contractor shall ensure that the system shall allow for the authorization, tracking and reporting by month, quarter, federal fiscal year and state fiscal year for both financial and statistical data.

2.2.15 Other Functionality Requirements – The contractor shall provide a system with:

- E-Mail functionality which shall be tightly integrated between the system and VR's e-mail system. VR's current e-mail system software platform is Lotus Notes. Following system implementation, the e-mail system will migrate to Microsoft Outlook. This link shall allow users to click and send client notes, messages, generated ticklers and general communications from within the Management Information System;
- Automated Help - The system shall allow users to access on-line help screens or "Wizards" to guide user through complicated tasks and processes;
- Accessibility with electronic assistive technology devices such as computer Braille displays and note taking devices, including those with refreshable Braille displays. Examples of note taking devices include, but are not limited to, the PAC Mate and BrailleNotes;
- In addition to the administrative business processes identified herein, the system shall include a Business Enterprise Program module to manage all aspects of the Business Enterprise Program in accordance with VR business processes and the Randolph Sheppard Act;
- The ability for BEP clients to electronically submit required income statements;
- The ability to sort narrative entries by user; and
- Mapping capability by employer and link to commercial or public business directory.
- System should allow for Drop Down or Check Box Lists with the opportunity to 'check box' required activities/federal reporting categories
- SD Classification & Eligibility Determination should be combined on same page/view
- When an activity is approved, i.e. eligibility or initial IPE, the status move will be made automatically
- Entry Screens should have a way to identify required fields with two levels of validation – e.g. *required before saving and **required before next step in VR process
- The IPE should integrate the Cost Worksheet activities and functions directly in plan.
- Each document should have the ability to add a case note directly from any screen
- Ability to open multiple windows on the same case or other cases
- Ability to create a 'To Do' activity listing for individual cases with multiple ways to organize by date, activity, case status, etc.
- Case note should be able to be integrated directly into an e-mail, and an email should be able to be integrated directly into a case note
- Ability to add incoming documents, including but not limited to incoming emails, outside documentation, and scanned documents, directly into an individual case as a PDF
- Ability to chronologically display and scroll through Case Activities/Case Notes
- Ability to store entire letters in each individual case file as a single document, not a cut-and-paste into the case note
- All letters should contain extensive editable areas to personalize
- WEB accessibility/Interface for outside agency and vendor interaction to bill, case note, and report
- IPE's should be able to be designated as Initial, Amended or Supplemental.
- System should allow for automated letter generation for yearly request for school fee schedules
- Ability to allow colleges to electronically update their fee schedules
- During the preparation of the authorization, if equipment is being purchased, system should present several questions to the counselor or person creating the authorization:
 - 1) Is this equipment being purchased as part of:
 - a) a training program,
 - b) placement services,
 - c) assistive technology services.

2) Is the purchase price of this item (not including shipping/handling) \$300 or less?
More than \$300? (This is an example)

- At the point of interruption of services, or nearing case closure, a notice should be generated, to the counselor, asking the status of the equipment
- Ability to import the National Medicare fee schedule
- Ability to enter the correct start date and end date, only once, on an extension campus authorization, and have it automatically update all start and end dates throughout the authorization.

2.3 Project Phases and Requirements:

2.3.1 In addition to project management processes, it is necessary that the contractor ensure that processes are in place to manage the various phases of product management on the project. Where specific or detailed requirements are given, the intent is to outline the current or planned way of handling transactions, data descriptions, and other processes, but not to proscribe an equally satisfactory approach to the underlying business need. Some of these specific requirements currently exist, some are in development and some are possible directions that could be taken to achieve the business objectives.

a. The project phases identified are:

- Phase I – Planning Phase
- Phase II – Design Phase
- Phase III – Development Phase
- Phase IV – Testing Phase
- Phase V – Implementation Phase.

2.3.2 Phase I - Planning Phase: The first project management meeting between the state agency and contractor shall take place in Jefferson City, MO, within two (2) weeks of the award of contract. The focus of this meeting will be to establish lines of communication and share information necessary for implementation planning. By the time of this meeting, the contractor shall provide the state agency with a list of individuals on the contractor's team, their assigned expertise areas on the project, and contact/liaison information. Additional necessary project management meetings, informational meetings, and management meetings may be conducted via teleconference if feasible and can meet the requirements of VR, the goals of the project, and are mutually agreed to by the contractor and VR.

a. Deliverables for Planning Phase:

1) Provide a Project Plan

The contractor must provide a written project plan. The plan shall include a needs assessment that is organized into five categories: System Wide, Case Management Process, Financial, Reporting, and Other. The contractor shall produce written documentation detailing the differences between the system's functionality and VR business processes, functions, practices, and requirements. In addition, the contractor shall provide an implementation section that describes the overall strategy (phases, pilots, etc.) and detailed plans, including time lines, resources, contractor and state roles, and go-live acceptance criteria. Any rollback/recovery strategies or parallel processing must be detailed, including the triggers and individuals responsible for making decisions. Part of the plan should include support during post implementation, including issue tracking, lead individuals and contacts for each development area/module or function, if appropriate, escalation process and any turnover plans. Protocols for off-site support and on-site requirements should be detailed.

2) Provide a Communication Management Plan

The contractor must develop a communications management plan during the Project Planning Phase of this project. Both VR and the contractor shall mutually agree on the plan and follow these guidelines for communications throughout the life of the project. At a minimum, the plan must define the following:

- Project Language (definitions and acronyms);
- Purpose and frequency of meetings;
- Day of the week and time of the recurring weekly status meetings;
- Purpose and use of e-mail;
- Specifications and formats for documentation;
- Role and Responsibility Agreements;
- Project Plan Changes;
- Status Reporting Format and content;
- Document Management (the system must include a document/forms management system);
- Deliverable Format and Approvals;
- Change Management Submissions & approval; and
- End-User Communication.

VR's project manager, for compliance within the deliverable, will evaluate the work performed by the contractor. VR and the contractor shall conduct a regularly-scheduled status meeting to; answer all questions, cover any outstanding issues, and to ensure proper progress is being made.

3) Provide a Management Plan

The state agency will assign a project manager and the contractor shall also assign a project manager. The project managers shall coordinate the project through the application of productivity management principles. Both project managers will be tracking the project against the proposed tasks. Specifically the project managers and the project team shall provide the following:

- The state project manager will track project progress against proposed task estimates with the cooperation of the contractor's project manager;
- The state project manager will track successful completion of each deliverable through the use of an acceptance procedure; and
- The state project manager, in conjunction with the contractor's project manager, shall conduct regularly scheduled status meetings.

4) Provide a Risk Management Plan

The contractor shall develop and conduct a risk assessment using VR methodology, presenting a risk assessment document identifying current and future project risks, including a quantitative and qualitative analysis of all risks as well as suggestions for mitigation.

- The Risk Management process is fundamental to the successful delivery of the project. The Risk Management process ensures that each risk identified within the project environment is documented, prioritized and mitigated wherever possible. For the purpose of this project, Risks will be defined as "any event that is likely to adversely affect the ability of the project to produce the required deliverables". A Risk Assessment will be performed during the Project Planning Phase to identify each risk for the project. The probability of impact will be assessed for each risk as being low, medium or high and risks will be prioritized according to where to focus resources.

5) Provide a Quality Management Plan including quality control and quality assurance

The contractor shall develop a quality management plan during the Project Planning Phase of this project and shall include the processes necessary to ensure that the project satisfies the needs of the stakeholders and that the product meets all performance specifications.

2.3.3 Phase II – Design Phase: The contractor must:

- Adapt and customize system to meet VR business rules and objectives;
- Develop data conversion programs;
- Ensure that the system is consistent with The Rehabilitation Act of 1973, as amended, Title IV of the Workforce Investment Act of 1998, and implementing regulations for Titles I, VI and VII of The Rehabilitation Act of 1973, as amended; and
- Ensure that the system supports the collection, processing, and reporting of all financial and demographic data as noted in this document and meet the client management needs of VR.

a. Deliverables for Design Phase – The contractor must:

- Create technical manuals, user manuals, and a user-training program for the application system. There shall be one (1) electronic copy on CD, and an HTML version of each manual. Provide incorporation of and support for all changes to the original technical specifications based upon changes to Missouri law or regulations and VR business rules or policy changes; and
- Provide: (1) commercial software that meets VR's unique requirements as identified herein, or (2) customized software that meets VR's unique requirements as identified herein.

2.3.4 Phase III – Development Phase: The contractor must:

- Create database;
- Finalize the data dictionary;
- Write and unit test the code based on the detailed design;
- Research existing code modules for reusability;
- Update Test Plan (system test, acceptance test);
- Conduct unit testing;
- Document unit testing results;
- Conduct an inspection on 10% of the code;
- Create an Implementation Plan for the Implementation Stage;
- Update acceptance test approach in Project Plan, if required;
- Update user manual;
- Initiate client training plan;
- Update Project Schedule;
- Conduct Stage-end Walkthrough; and
- Update the project reporting application.

Note: a sequential ordering of tasks is not implied here.

a. Deliverables – The contractor must provide the following:

- Implementation Plan;
- Project Review Issue List;
- Updated user manual;
- Finalized system test plan;
- Updated acceptance test approach;
- Stage-end Walkthrough Form; and
- Updated Project Schedule.

2.3.5 Phase IV – Testing Phase: The contractor must meet the following requirements:

- Systems testing shall begin after the contractor and the state agency agree the development stage is complete. The testing period shall utilize a testing plan that shall include testing the functionality of all areas as well as performance testing. At the end of this phase, the software must perform at a level consistent with the performance specifications identified herein; and
- Should VR encounter performance problems or discover specifications have not been met, the contractor shall be responsible for rectifying the performance problem or complete the specification to VR's satisfaction at no additional cost to VR within two (2) weeks or as directed by VR. If the solution includes a modular, phased in approach, the testing period for interfaces shall not begin until the sending and receiving applications are implemented.

a. Deliverables – The contractor must provide:

- A test plan designed to incorporate pilot and full system testing in a test environment prior to the implementation of the final system to production. At a minimum, the test plan shall include:
 - Software tests at a pilot group of VR offices;
 - Verification of all measurable metrics;
 - Verification of technical specifications defined herein;
 - Verification of all system deliverables; and
 - .
- Conversion data which shall be validated through quality assurance testing and confirmed by the contractor, VR, and ITSD-DESE staff.
- System test results validated and confirmed by the contractor and VR.
- All data that shall be migrated by the contractor from the existing system to the proposed new system. The contractor shall be responsible for guaranteeing quality assurance of the migrated data and confirmed by the contractor and VR.
- VR shall define various metrics that shall be identified, tracked and tested. These metrics are a set of minimum requirements for determining the acceptability of the software that VR feels can be tested and signed off on during the testing phase of the project. They are:
 - A successful demonstration of the system to follow the rehabilitation and VR processes. These and all other testing will be performed using a sample set of data for each program supplied by VR;
 - Satisfactory ability to process and/or perform the following functions and activities:
 - Client Notes
 - Development of IPE and other service plans
 - Authorization for Client Services encumbrances
 - Bill payments
 - Federal Reports
 - State Reports
 - Maintenance and modification of security levels and authorizations
 - Tracking and updating of status codes
 - Ticklers and reminders
 - Verify report accuracy
 - System technical documentation and user guide.

2.3.6 Phase V - Implementation Phase: The contractor shall:

- Train VR staff;

- Perform final acceptance testing;
 - Implement the case management system statewide; and
 - Document disaster recovery requirements and participate in a full system restore from bare metal.
- a. Deliverables – The contractor shall provide the following requirements:
- Application design that shows how the system will enforce all Federal rules and regulations (Workforce Investment Act of 1998, Public Law 105-220, August 7, 1998 [Vocational Rehabilitation is covered under Title IV, Rehabilitation Act Amendments of 1998]), and all existing VR business rules, regulations (Regulations implementing the Vocational Rehabilitation Amendments of 1998 are found at: 34 CFR Part 361, State Vocational Rehabilitation Services Program, 34 CFR Part 364, State Independent Living Services Program and Centers for Independent Living Program, 34 CFR Part 365, State Independent Living Services, 34 CFR Part 395, Randolph Sheppard Act, for Business Enterprise Program), and Missouri law
 - Training curriculum including schedule, materials and VR staff training and an implementation plan and schedule;
 - Pilot production operation of a system as defined within the terms and conditions of the contract (limited number of users);
 - Complete production statewide system as defined by all requirements and specifications herein;
 - VR Administrative Users' Guide;
 - Provide a users' guide;
 - System Technical Documentation;;
 - Disaster Recovery Guide describing all requirements (process and technical) to recover the system at an alternate site within 48 hours of a declared disaster;
 - Disaster Recovery Test Plan;
 - Processing and reporting of data as specified herein;
 - Interfaces designed, tested and accepted;
 - Completion of software installation;
 - Training sessions completed;
 - VR acceptance of product; and
 - Project Closeout (including lessons learned, administrative closure).

2.4 Final Acceptance of System

- 2.4.1 Final acceptance shall be provided by the state agency when no occurrence, failure, or defect is occurring that has mission critical impacts or is critical for business continuity including instances where an entire application or part cannot be used and levels of system availability, 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 five (5) consecutive business days without encountering any system severity level 1 or 2 defect errors that affect the accuracy of the system (refer to table below).
- 2.4.2 The agency reserves the right to determine and assign levels of severity for the issue/support problems. The severity of the issue/support problem shall determine the problem resolution response time in any calendar month of the contract as follows:

Severity Level	Description
Urgent (1)	Failure causes loss of function or data and there is not a mutually agreed upon workaround. Example; Users are unable to execute a critical feature such as login. Severity Level 1 (Urgent) shall be defined as urgent situations, when the agency's system is down and the agency are unable to use the system. Failure causes loss of function or data and there is not a mutually agreed upon workaround. Example: Users are unable to execute a critical feature such as login. The contractor's technical support staff shall accept the call for assistance at the time the agency places the initial call; however if such staff is not immediately available, the contractor shall return the call within thirty (30) minutes. The contractor shall resolve Severity Level 1 problems as quickly as possible, which shall not exceed two (2) hours unless mutually agreed between the contractor and the VR.
High (2)	Failure causes a loss of function or data, but there is a mutually agreed upon workaround. Example; Users are unable to access a critical feature such as a report but there is an acceptable workaround. Severity Level 2 (High) shall be defined as critical system component(s) that has significant outages and/or failure precluding its successful operation, or possibly endangering the agency's environment. The system may operate but is severely restricted. Failure causes a loss of function or data, but there is a mutually agreed upon workaround. The contractor's technical support staff shall accept the agency's call for assistance at the time the agency places the initial call; however if such staff is not immediately available, the contractor shall return the agency's call within thirty (30) minutes. The contractor shall resolve Severity Level 2 problems as quickly as possible, which shall not exceed four (4) hours, unless mutually agreed between the contractor and VR.
Medium (3)	Failure causes a partial loss of function, but users can accomplish tasks with a mutually agreed upon workaround. Severity Level 3 (Medium) shall be defined as a minor problem that exists with the system but the majority of the functions are still usable and some circumvention may be required to provide service. Failure causes a partial loss of function, but users can accomplish tasks with a mutually agreed upon workaround. The contractor's technical support staff shall accept the agency's call for assistance at the time the agency places the initial call; however if such staff is not immediately available, the contractor shall return the agency's call on average within thirty (30) minutes. The contractor shall resolve Severity Level 3 problems as quickly as possible, which shall not exceed two (2) days, unless mutually agreed between the contractor and VR.
Low (4)	Cosmetic and minor errors, all the user tasks can still be accomplished. Example: Grammar errors, color changes, misspelled words, layout, etc. Severity Level 4 (Low): shall be defined as cosmetic and minor errors, all the user tasks can still be accomplished. Example: Grammar errors, color changes, misspelled words, layout, etc. The contractor's technical support staff shall accept the agency's call for assistance at the time the agency places the initial call; however if such staff is not immediately available, the contractor shall return the agency's call on average within thirty (30) minutes. The contractor shall resolve Severity Level 4 problems as mutually agreed between the contractor and VR.

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

3. CONTRACTOR PERFORMANCE REQUIREMENTS

3.1 Software:

- 3.1.1 The contractor must provide web-based case management and financial system software that meets or exceeds the specifications contained herein. Any system modifications, customizations or additions necessary to enable the system to operate according to all technical, performance, and accessibility specifications presented herein at no additional cost to the State of Missouri.
- 3.1.2 The contractor must only provide software packages, which are manufacturer authorized and approved for distribution to the State of Missouri's using agencies.
- a. The contractor must provide software of which all software proposed must be off-the-shelf; generally available, i.e. not beta or test; and currently in production as proposed.

3.2 Substitutions:

- 3.2.1 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.
- a. The state reserves the right to allow the contractor to substitute any new system offered by the contractor on all unshipped and future orders if the system capabilities are equal to or greater than the contract system and if the prices are equal to or less than the contract system. The Division of Purchasing and Materials Management shall be the final authority as to acceptability.
- b. In the event of manufacturer discontinuation, the contractor shall substitute items with equal or better capabilities for equal or less cost than the discontinued items(s). The contractor shall not substitute any item(s) without the prior written approval of the Division of Materials Management. The Division of Purchasing and Materials Management shall be the final authority as the acceptability of requested substitutions and reserves the right to accept or reject any substitution requests.

3.3 Support Services

- 3.3.1 **Installation:** If the software is not user-installable or if requested by the agency, the contractor must install the software at no cost to the state. If the software is user-installable, the contractor must provide installation assistance (e.g. telephone support), if requested.

3.4 Documentation

- 3.4.1 The contractor must provide access to all books, documents, papers and records related to this contract to VR and its designees. Documents and access must be at no additional expense to the State of Missouri.
- 3.4.2 The contractor must submit all written documents, reports, confidentiality agreements and form letters to VR for prior approval.
- 3.4.3 The contractor must provide reports or documents which are substantially error free. The contractor must correct all errors discovered or identified by VR within a reasonable time period not to exceed thirty (30) days.

3.5 Consulting Services

- 3.5.1 The contractor must provide consulting services in support of the development, customization and usage of all provided software at no additional cost to the state.

3.7 Supplies

- 3.7.1 All hardware, software, telecommunications, and supplies needed by the contractor's personnel in order to fulfill the contract requirements shall be provided by the contractor at the contractor's expense.

3.8 Training

- 3.8.1 The contractor must provide all training required for the successful operation of the system prior to implementation ("train the trainer" training) at no additional charge. The training must be provided on-site at the state agency's facility using state equipment.
- 3.8.2 Training classes shall be scheduled in cooperation with appropriate VR representative(s).
- 3.8.3 The contractor's training must include training for all designated trainer students; the state agency shall provide training accommodations to support eighteen (18) students or the state training center which can support up to forty (40) students. Webinars may be considered, either live or posted to DESE's website, but streaming video is not acceptable due to bandwidth considerations.
- 3.8.4 The contractor must provide separate but equivalent training and materials in accessible format specific to staff using assistive technology.
- 3.8.5 The contractor shall be responsible for all handouts, transparencies, materials, presentation equipment, and sample materials needed to communicate information relevant to the development of the new system to the participants and shall be provided in accessible format.
- 3.8.6 The contractor shall develop an after study manual with a navigation summary.
- 3.8.7 If there are system changes/upgrades/enhancements/new releases to the software that require additional training or are at the request of the agency, then the contractor shall provide the additional training needed for the successful operation of the software at no additional cost to the state. Updated manuals/user guides shall be provided to the agency at no charge.
- 3.8.8 VR reserves the right to reproduce all documentation and printed materials provided by the contractor to be distributed to VR staff at no additional cost.
- 3.8.9 Optional training: VR prefers the contractor to provide initial user training to all staff.

3.9 System Maintenance and Technical Support Requirements

- 3.9.1 Technical Support: The contractor must provide the agency a contact phone number which the agency can use to report technical system problems. This contact number, if not a direct contact line to the contractor support structure, must provide a maximum of a thirty (30) minute call back response by contractor personnel.
- a. The contractor must provide technical support Monday-Friday, 7:00 a.m. to 7:00 p.m. central time, excluding state holidays. Additional technical support hours, if necessary, will be mutually agreed to between the state agency and the contractor.
 - b. It is highly desirable the contractor provide a toll free telephone number for technical support.
 - c. It is highly desirable the contractor provide electronic technical support 24 hours per day, 7 days per week electronic, excluding state holidays. Electronic technical support includes the ability to report

problems to the contractor on-line, the ability to browse a database containing problems and technical questions, and the ability to order fixes electronically.

- d. The contractor must provide a physical address, to which any hard-copy documents, screens, reports, error logs, etc. can be delivered.

3.9.2 System Maintenance: The contractor must provide system maintenance (e.g. bug fixes, upgrades, enhancements, new releases, documentation updates, etc.) and technical support for all products/services provided, including ongoing unlimited telephone technical support problem determination and resolution. So long as the State of Missouri consecutively pays the maintenance fees as specified within Exhibit A, the contractor shall provide to the State of Missouri all generally publicly available improvements and additions to the functionality, as well as new functions, of the licensed system and provide the maintenance services as specified herein. If the State of Missouri cancels, or elects not to continue, the maintenance fees, but chooses, at a later date, to resume the maintenance fees, all generally publicly available improvements and additions to the functionality, as well as new functions, of the licensed system will be provided within thirty (30) days, and maintenance services as specified herein would resume immediately, upon receipt of a mutually agree to reinstatement fee payment.

- a. The maintenance support price stated in Exhibit A 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 herein or as otherwise provided by the contractor, 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 software errors according to the specifications described herein and in the contractor's documentation of the software 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. 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. Maintenance of the system includes any programming, technical support, and/or database support that is required to maintain compliance with all state and federal rules, regulations and laws or data changes required by RSA which impact the performance of the system. The contractor is obligated to perform whatever is required to enhance the system to perform according to the state and federal requirements on an ongoing basis.
- e. For any customization of the system to meet mandatory requirements identified herein and for any customization of the system as a result of a Project Assessment Quotation (PAQ), the contractor shall be required to provide system technical support of those customizations throughout the life of the contract. 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 or through a PAQ.
- f. Software maintenance shall not be structured in a way that links usage or license rights to maintenance. Maintenance is to be acquired at the sole option of the State of Missouri. Cancellation of maintenance services by the State of Missouri will not in any way affect this contract and the grant of license herein. Maintenance, at the State of Missouri's sole option, shall be renewed on an annual basis. Renewal of maintenance shall be as provided herein.

3.9.3 The contractor should provide on-site support on an as needed if needed basis.

3.9.4 System Maintenance Components:

- a. The contractor must provide a system which allows for maintenance functionality as either an embedded process within the system or by providing access to the system through the support functions contained within the database. The system must provide the ability to perform, at a minimum, the following functions:
 - Purge records;
 - Archive old data;

3.9.5 Transaction Processing Requirements:

- a. The contractor shall provide a system which shall provide error trapping to allow for the diagnosis and resolution of system and application errors. The system shall record transaction data from user terminals and log information contained within those transactions to a system database table. This data shall be captured down to a single keystroke or mouse click. This shall be used to identify how and when a problem transaction occurred. The system shall format and send the appropriate document(s), screen(s) or report(s) to the printer.

3.9.6 Documentation Updates:

- a. The contractor shall maintain documentation, including detailed design documentation, training manuals, administrative guides and user guides. The contractor shall document all changes within eighteen (18) business days of the change. The contractor shall provide the state agency as replacement pages all changes within the documentation within eighteen (18) business days of the date changes are installed. The replacement pages must be labeled "Revised", indicate the effective date, and include a revision number.

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

3.9.8 The contractor shall agree and understand that the State of Missouri reserves the right to resume maintenance on any or all items(s), and, at the point of resumption, all generally publicly available improvements and additions to the functionality, as well as new functions, of the licensed system will be provided within 30 days, and maintenance services would resume immediately, upon receipt of payment.

3.10 Project Assessment Quotation (PAQ):

3.10.1 Project Assessment Quotations: 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), 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 Manager 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 Manager 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 Manager 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 Manager, the contractor must then prepare a final PAQ for resubmission to the agency's designated Project Manager for final approval.
- d. STEP 4: FINAL PAQ: The contractor's final PAQ must include:
 - 1) contract number;
 - 2) state agency name/address
 - 3) state agency designated project director name and phone number
 - 4) contractor contact name and phone number
 - 5) brief title of specific PAQ
 - 6) final PAQ issue date
 - 7) a detailed itemization and description of all of the project tasks which shall be completed by the contractor (i.e. project work), including requirements for and specified frequency of any required status reports; the specified project tasks and deliverables must be clearly stated and must be quantifiable;
 - 8) the firm, fixed total number of project hours for contractor personnel and the firm, fixed cost (based upon the hourly/daily rates specified on the pricing pages)
 - 9) detailed completion schedule for each task/component of the project work;
 - 10) mutually agreed upon turnaround times for the agency's designated Project Director to review, approve and formally accept or reject the components of the contractor's project work in accordance with the approved final PAQ;
 - 11) mutually agreed upon milestones for compensation of project costs for the contractor's project work, including any mutually agreed upon holdbacks for specified deliverables and holdback release time frames for specified deliverable completion;
 - 12) identification of the specific tasks within each component of the PAQ which must be completed by state agency personnel;
 - 13) signature and date lines for both the contractor and the agency's designated Project Director to signify approval.
 - 14) the contractor's final PAQ must also include all travel-related expenses if services are requested to be provided on-site; however, travel time from the consultant's office or residence to the state agency facility and travel time from the state agency facility to the consultant's office or residence shall not be considered billable time and shall not be included in the contractor's firm, fixed total number of project hours for contractor personnel stated in the contractor's final PAQ. The contractor shall invoice and be reimbursed for actual and reasonable travel and travel related expenses pursuant to the Office of Administration Travel Regulations and Contiguous US Per Diem Rates (CONUS). The contractor must have the prior written approval of the Department for any such expenses. In addition, the contractor must have the prior approval of the Department for any travel related expenses that may exceed the CONUS rates. The Office of Administration Travel Regulations can be found on the Internet by clicking on the Quick Link for Travel Regulations at the following address: <http://www.oa.mo.gov/acct/>. Although the actual mileage rate usually changes each July 1, the mileage reimbursement rate is currently \$0.585 per mile effective 08/01/08. The Contiguous US Per Diem Rates (CONUS) can be found by clicking on the link for "Per Diem Rates" at the following Internet address: <http://www.gsa.gov>.
- 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:**
 - 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.
 - 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).
 - The contractor shall not be paid for the preparation of the PAQ.
 - 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.
 - 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.
 - 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.
 - The agency's designated Project Director shall have the right to terminate the PAQ at any time, for the convenience of the agency, without penalty or recourse, by giving written notice to the contractor at least five (5) working days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of

the contract shall, at the option of the agency's designated Project Director become the property of the State of Missouri. The contractor shall be entitled to receive just and equitable compensation for that work completed pursuant to the PAQ prior to the effective date of termination.

- The duration of any PAQ must not exceed the effective contract period.
- Project Assessment Quotation Invoicing: The contractor shall submit an itemized invoice to the agency within thirty (30) days after completion of and in accordance with the mutually agreed upon milestones for compensation of project costs for the contractor's project work (as specified in applicable Project Assessment Quotation). The contractor shall provide applicable contractor staff time sheets (to include contractor's staff name, dates, time worked on specific tasks, and a listing of the tasks of the project worked on) to the agency with the invoice in order to validate the invoice information. The contractor shall submit invoices and time sheets to the address as designated by the state agency.

3.11 Illicit Code

- 3.11.1 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).
- 3.11.2 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 project manager.
- 3.11.3 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.

3.12 Independent Obligation of Contractor to Continue Performance:

- 3.12.1 Because of the critical importance of the licensed programs 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 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 licensed programs 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.

- a. **Exception to Independent Obligation:** If the state makes any use of the software 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) the VR and the Division of Purchasing and Materials Management (DPPM) in accordance with the requirements below ("Notice and Opportunity to Cure Breach of Contract").
- b. **Mandatory: Notice and Opportunity to Cure Breach of Contract:** Upon the occurrence that the State may be in breach of contract (i.e. in material violation of provision(s) of the contract/license agreement), the contractor shall deliver to VR 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 VR 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.

3.13 Software Conversions:

- 3.13.1 The contractor shall allow the state full monetary credit when conversion from one version of the software to another is made as the result of a change in operating system or a change from one computer system to another. Under a perpetual license, the state's purchase price of the new software shall be reduced by the dollar amount the state paid to purchase the earlier version.

3.14 Intellectual Property Rights:

- 3.14.1 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.

3.15 Software Piracy Prohibition:

- 3.15.1 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.

3.16 Software Rights & Protections:

- 3.16.1 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, customers, agents and/or consultants of VR ("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.
- 3.16.2 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.
- 3.16.3 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.

3.17 Software Warranty:

- 3.17.1 The contract must provide at a minimum a ninety (90) day warranty on all software provided. The warranty period shall commence upon the date of installation of the software. The contractor shall warrant that the software shall conform to the mandatory technical and performance requirements described in this RFP. The contractor shall also warrant that the software shall perform and operate in accordance with the contractor's published specification documentation, including user manuals, regarding the software.
- 3.17.2 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 software 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 software 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 software 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) days after testing the program fix/error correction or substitute software and such testing results in the software 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 software licensed hereunder within thirty (30) days of written termination notification.
- 3.17.3 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.

3.18 Single Point of Contact

- 3.18.1 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 under the contract. In addition, this means that the agency shall make payments to only the prime contractor, paid to the order of the prime contractor. The prime contractor shall be responsible for allocating any amounts owed to their partners and/or subcontractors.

3.19 Payments:

- 3.19.1 Other than the payments specified herein, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

3.20 Other Contractual Requirements:

- 3.20.1 Contract - A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
 - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
 - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 3.20.2 Contract Period - The original contract period shall be as stated on page 1 of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for maintenance and training 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.
- a. Renewal Periods - If renewal pricing is not provided, then prices during renewal periods shall be the same as during the original contract period. In addition, the Division of Purchasing and Materials Management does not automatically exercise its option for renewal based upon the maximum pricing increase and reserves the right to offer or to request renewal of the contract at a price less than the maximum price increase stated.
 - b. Extension Period - In the event of an extended re-procurement effort and the contract's available renewal options have been exhausted, the Division of Purchasing and Materials Management reserves the right to extend the contract. If exercised, the extension shall be for a reasonable period of time not to exceed one hundred and eighty (180) days as mutually agreed to by the state and the contractor at

the same terms, conditions, provisions, and pricing in order to complete the procurement process and to transition to the new contract.

- 3.20.3 Termination - 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. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Division of Purchasing and Materials Management, become the property of the State of Missouri. 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.
- 3.20.4 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
- a. 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.
 - b. 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.
 - c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 3.20.5 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance shall include an endorsement that adds the State of Missouri as an additional insured.
- 3.20.6 Subcontractors - 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.
- a. 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.
 - b. 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.

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

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

3.20.8 Authorized Personnel - The contractor understands and agrees that by signing the RFP, the contractor certifies 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 state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- c. The contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- d. If the contractor meets the definition of a business entity as defined in RSMo 285.525 pertaining to RSMo 285.530, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in RSMo 285.525 pertaining to RSMo 285.530, then the contractor shall, prior to the performance of any services as a business entity under the contract.
 - 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - 2) Provide to the Division of Purchasing and Materials Management the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of

Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND

- 3) Submit to the Division of Purchasing and Materials Management a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

3.20.9 Contractor Status - 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.

3.20.10 Coordination - 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.

3.20.11 Property of State – The contractor shall agree and understand that all reports, documentation, and material 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, which shall include all rights and interests for present and future use or sale as deemed appropriate by the state agency.

- a. The State of Missouri understands and agrees that any ancillary software tools or pre-printed materials (e.g., project management software tools or training software tools, etc.) developed or acquired by the contractor that may be necessary to perform a particular service required hereunder but not required as a specific deliverable of the contract, shall remain the property of the contractor; however, the contractor shall be responsible for ensuring such tools and materials are being used in accordance with applicable intellectual property rights and copyrights.

3.20.12 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 C.4).

- 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 bid 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>.

- c. The State of Missouri does not use a standard assistive technology software package, such as JAWS, MAGic, etc. but the state agency does test with the aid of an assisted technology machine.

3.20.13 Confidentiality: 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.

3.20.14 Inventions, Patents, and Copyrights - 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.

- a. 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.
- b. 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.

3.21.15 Participation by Other Organizations - The contractor must comply with any Organization for the Blind/Sheltered Workshop and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) participation levels committed to in the contractor's awarded proposal.

- a. The contractor shall prepare and submit to the Division of Purchasing and Materials Management a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops and/or MBE/WBEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing and Materials Management.
- b. The Division of Purchasing and Materials Management and the Office of Supplier and Workforce Diversity (OSWD) will monitor the contractor's compliance in meeting the participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar

the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing and Materials Management determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.

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

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

Steven's Amendment – In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:

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

3.21.17 Replacement of Damaged Product – 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.

3.21.18 Perpetual Licensing- The contractor hereby grants to the state an irrevocable, perpetual, non-exclusive, royalty-free, right and license to (i) use, copy, modify and create derivative works of the software solely for performing or supporting the state's business activities; (ii) permit state-authorized individuals, consultants, groups, agencies, and organizations to access and interact with the software through the system's internal and external interfaces, including without limitation, delivering data to and extracting data from the system; and (iii) demonstrate and perform the software for the public, including the state's constituents and other governmental entities. The license granted in the preceding sentence does not include the right by the state to (a) use or allow others to use the custom software described therein to commercially compete with the contractor or its subcontractors or (b) the right to transfer, license, or sublicense the custom software described therein to the government of any other state, or any locality thereof, or the United States Government

- a. The perpetual license grants the agency the right to use and access the software system indefinitely upon payment of the one-time licensing fees specified in Exhibit A. The license shall allow multiple users to use/access the software concurrently/simultaneously. The license shall have no limitations

on the number of users and the number of CPUs (i.e., mainframes, servers, workstations, desktop PCs, etc) and capacity/size of CPU on which the state agency can operate the licensed software with no additional cost above the firm, fixed prices as specified in Exhibit A. There shall be **no** upgrade fee charges and **no** additional license fee charges for increasing the size and/or capacity of the CPUs on which the software is installed or operates on. There shall be **no** upgrade fee charges and **no** additional license fee charges for increasing the number of users. There shall be no limitations placed on the system with regards to the size/capacity of the record/customer population in which the system shall encompass/utilize. NOTE: All components of the system's "licensed software" shall be for the specific purpose of operating the system as described herein.

- b. The unlimited perpetual license for all custom software shall allow for unlimited installation instances of the software on the chosen platform (i.e., development, test, integration, production, etc.) at no additional cost to the agency.
- c. Copy of Work Product: The contractor shall, at no cost to the state, deliver to the state, upon the state's request during the term or at the expiration of termination of all or part of the contractor's performance hereunder, a current copy of all work product within ten (10) days of the date of the state's request. This requirement does not apply to third-party packaged off-the-shelf utility/tools software (i.e., such as Microsoft products, etc) provided as part of the system solution and it shall not apply to third-party packaged tools used for the development of the specific application module. The work product shall be provided in the form and on the media in use as of the date of the state's request. The current work product shall include all updates, improvements, enhancements or modifications to the system source code. The work product materials must be readable and useable in their current form or, if any portion of the work product materials is encrypted, the decryption tools and decryption keys have also been provided to the state. The work product materials must include but not be limited to the following:
 - 1) Two copies of the source code for each version of the licensed software on magnetic media, in the original programming code language;
 - 2) Source Code for each version (including all tiers of the architecture);
 - 3) Source code print out (on paper or CD-ROM);
 - 4) All manuals necessary for operation (i.e. installation, operator, user);
 - 5) Maintenance tools (test programs, program specification);
 - 6) Proprietary or third party system utilities (compiler & assembler descriptions);
 - 7) Descriptions of the system/program generation;
 - 8) Necessary non-licensor proprietary software or a listing of such software if licensor rights do not allow deposit to the state;
 - 9) All non-normative hardware or software required for proper usage and specification of where such items may be obtained;
 - 10) Menu and support programs and subroutine libraries in source and object form;
 - 11) Compilation and execution procedures in human and machine readable form (may be supplemented with a video explanation by programming personnel);
 - 12) Names and home addresses of key technical employees of the developer. These employees may be later contracted by the State to assist in the usage of the deposit;
 - 13) A list of any encryption keys or passwords used in the work product materials;
 - 14) All other necessary and available information that would assist the state in the reconstruction, maintenance or enhancement of the licensed material; and
 - 15) Failure to provide any or all of the source code to the state, including all updates, improvements, enhancements, and modifications, or to fully comply with all requirements defined herein, shall be considered a material breach of the contract and basis for forfeiture of the performance security deposit.
- d. The State of Missouri understands that maintenance and/or technical support fees may be required in order to receive software updates (which include enhancements, corrections, modifications, additions and later versions of the licensed product) and/or technical support. However, it remains

the sole option of the state to purchase maintenance or to decline this service. If the state chooses to discontinue maintenance, the software would continue to be legally licensed for use.

- e. Any language or provisions contained in any “shrinkwrap” or “clickwrap” agreement shall be of no force or effect if such provisions conflict with the terms of the contract. All other terms and provisions of the shrinkwrap or clickwrap terms and conditions that are not in conflict with the RFP shall apply hereto. This requirement does not apply to third-party packaged off-the-shelf utility/tools software (i.e., such as Microsoft products, etc) provided as part of the system solution and it shall not apply to third-party packaged tools used for the development of the specific application module. However, the contractor shall be required to provide verification that the third-party software license shall be governed by the laws of the State of Missouri.
- f. Except as otherwise provided for herein: (a) The contractor (or its subcontractors or licensors, if applicable) shall have and retain all of its right, title and interest, including Intellectual Property Rights, in and to the contractor’s software, custom software and contractor technology and (b) the state (or its other contractors or licensors, if applicable) shall have and retain all of its right, title and interest, including intellectual property rights, in and to the state intellectual property.

3.21.19 Preserving Rights to System Functionality – 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.

3.21.20 Prohibition of Electronic Self-Help – 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.

3.21.21 Invoicing:

- a. 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 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.
- b. The contractor shall submit uniquely identifiable invoices to the state agency at the address listed below within thirty (30) calendar days of the completion of each Phase. Uniquely identifiable means that each invoice can be distinguished by invoice number from a previously submitted invoice.

Office of Adm., Information Technology Services Div.
Dept. of Elementary and Secondary Education
ATTN: Diana James
P.O. Box 480
Jefferson City, MO 65109

- c. On the face of each invoice, the contractor must identify the vendor name, vendor address, tax identification number, contract number and invoice amount. The contractor must obtain the prior written approval of the state agency on the format of the invoice prior to its first submission.
- d. The delivery and installation of the base web-based case management system must be included in the total cost of the software.
- e. The contractor shall itemize each invoice for enhancements by component services performed. Each Phase completed will be paid as a percentage of the total firm, fixed price stated on the Pricing Page as indicated below:
 - Phase I – Planning Phase: 15% of the total firm, fixed price
 - Phase II – Design Phase: 20% of the total firm, fixed price
 - Phase III –Development Phase: 20% of the total firm, fixed price
 - Phase IV – Testing Phase: 15% of the total firm, fixed price
 - Phase V – Implementation Phase: 30% of the total firm, fixed price
- f. The State of Missouri may make advance deposits/payments for software maintenance (upgrades/new releases/technical support-type agreements) only.
- g. Upon receipt a properly prepared invoice and all required reports, the contractor shall be paid the invoice total in accordance with the firm, fixed prices stated on the Pricing Page. No other payments or reimbursements shall be made to the contractor for any reason whatsoever.

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

- a. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the state agency. If requested by the state agency, the contractor shall provide and/or perform any or all of the following responsibilities:
 - The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the state agency and/or to the state agency's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the state agency.
 - The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to ensure the completion of such service prior to the expiration of the contract.

3.22 Business Associate Provisions:

3.22.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA) - The state agency is subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a "Business Associate" of the state agency as such term is defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103.

- a. The term, "contractor" as used in this section shall mean "Business Associate."

- b. The contractor shall agree and understand that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR parts 160 and 164, including, but not limited to the following:
 - 1) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
 - 2) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 164, subpart C.
 - 3) "Enforcement Rule" shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR parts 160 and 164.
 - 4) "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
 - 5) "Protected Health Information" as defined in 45 CFR 160.103, shall mean individually identifiable health information:
 - (1) Except as provided in paragraph (2) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
 - (2) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity [state agency] in its role as employer.
 - 6) "Electronic Protected Health Information" shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified above.
 - 7) Access, administrative safeguards, confidentiality, covered entity, data aggregation, designated record set, disclosure, hybrid entity, information system, physical safeguards, required by law, technical safeguards, use and workforce shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
- c. The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.
- d. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein.
- e. The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, and Enforcement Rule (hereinafter referenced as the regulations promulgated thereunder).

3.22.2 Permitted uses and disclosures of Protected Health Information:

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

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

3.22.3 Obligations of the contractor:

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

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

- h. At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a designated record set pursuant to 45 CFR 164.526.
- i. The contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.
- j. The contractor shall report to the state agency's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of such use or disclosure, the contractor shall provide the state agency's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
- k. Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR part 164.

3.22.4 Obligations of the State Agency:

- a. The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.
- b. The state agency shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
- c. The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.
- d. The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

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

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

3.22.6 Breach of Contract– In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees and understands that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the contractual breach to the Secretary of the Department of Health and Human Services.

4. PROPOSAL SUBMISSION INFORMATION

4.1 Submission of Proposals:

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

4.1.2 When submitting a proposal, the offeror should include 5 (five) additional copies along with their original proposal for a total of six (6) copies. The front cover of the original proposal should be labeled “original” and the front cover of all copies should be labeled “copy”.

- a. In addition the offeror should provide two (2) copies of their entire proposal, including all attachments, in Microsoft compatible format on a CD(s) or flash drive.
- b. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the offeror is requested, but not required, to print the proposal double sided using recycled paper. Lengthy proposals may be submitted using printer or other loose leaf paper in a notebook or binder.
- c. Open Records - Pursuant to Section RSMo 610.021, the offeror’s proposal shall be considered an open record after a contract is executed or all proposals are rejected. At that time, all proposals are scanned into the Division of Purchasing and Materials Management imaging system. The offeror shall not submit the entire proposal as proprietary or confidential. The offeror may submit a part of the proposal as confidential, but only if the proprietary or confidential nature of the material is provided for in RSMo 610.021. Proprietary or confidential portions of the offeror’s proposal allowed by the statute need to be separated, sealed, and clearly marked as confidential within the offeror’s proposal. Also, the offeror should provide adequate explanation of what qualifies the material to be held as confidential pursuant to the provisions of RSMo 610.021
 - 1) The scanned information will be available for viewing through the Internet from the Division of Purchasing and Materials Management Public Record Search system. Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers.
 - 2) 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 and should limit proposal content to items that provide substance, quality of content, and clarity of information.

- 4.1.3 To facilitate the evaluation process, the offeror is encouraged to organize their proposal into sections that correspond with the individual evaluation categories described herein. The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of Missouri is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- a. Each section should be titled with each individual evaluation category and all material related to that category should be included therein.
 - b. The proposal should be page numbered.
 - c. The signed page one from the original RFP and all signed amendments should be placed at the beginning of the proposal.
- 4.1.4 Questions Regarding the RFP - The offeror and the offeror's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. Those questions which necessitate a change to the RFP will be addressed via an amendment to the RFP. Written records of the questions and answers will not be maintained.
- a. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-9818.
 - b. The offeror is advised that any questions received less than ten calendar days prior to the RFP opening date may not be addressed.
 - c. Except as stated below, the offeror and the offeror's agents may not contact any other state employee regarding the RFP, the evaluation, etc., during the solicitation and evaluation process.
 - 1) Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements.
 - 2) The offeror may contact the Office of Supplier and Workforce Diversity (OSWD) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.
 - 3) Offerors and their agents who have questions regarding this matter should contact the buyer.
- 4.2 **Competitive Negotiation of Proposals** - The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:
- 4.2.1 Negotiations may be conducted in person, in writing, or by telephone.
- 4.2.2 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.
- 4.2.3 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.

- 4.2.4 The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

4.3 Evaluation and Award Process:

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

- a. Cost.....80 points
- b. Experience, Reliability, and Expertise.....60 points
- c. Method of Performance50 points
- d. MBE/WBE Participation10 points

- 4.3.2 After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the Division of Purchasing and Materials Management. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.

4.4 Evaluation of Cost:

- 4.4.1 Objective Evaluation of Cost – The cost evaluation shall be based on a total cost determined using the quantities provided herein and the firm fixed prices stated on the Pricing Page for required pricing under sections A.1 (One-Time Software Pricing), A.2 (System Phase Pricing), and A.3 (Maintenance/Support Pricing) for the original and each potential renewal period.

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

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times \frac{\text{Maximum Cost Evaluation points (80)}}{1} = \text{Assigned Cost Points}$$

- b. PAQ pricing (section A.4) and the Required Other Pricing (section A.5) shall be evaluated subjectively.

4.5 Evaluation of Offeror's Experience, Reliability, and Expertise:

Experience, reliability, and expertise of personnel of the offeror's organization will be considered subjectively in the evaluation process. Therefore, the offeror is advised to submit information concerning the offeror's organization and information documenting the offeror's experience in past performances, especially those performances related to the requirements of this RFP, and the offeror's expertise of personnel.

- 4.5.1 Offeror Reliability Information - The offeror should provide information about the offeror's organization on Exhibit B.1.
- 4.5.2 Experience - The offeror should complete Exhibit B.2 with information related to previous and current services/contracts performed by the offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP.
- 4.5.3 Expertise of Personnel - The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the

experience and qualifications, including education and training, of proposed personnel. The offeror should provide the information requested on Exhibit B.3 for each key person proposed to be assigned to provide the services required herein. As reference, Paragraphs 2.2.6 a. thru d. and 2.2.6 j. identify specific key personnel required in the RFP. Therefore offeror should specifically include these key personnel in their Expertise of Personnel information.

- a. The information provided should be structured to emphasize relevant qualifications and experience of the personnel in completing contracts/performing services of a similar size and scope to the requirements of this RFP.
- b. The information submitted should clearly identify previous experience of the person in performing similar services and should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and whether the person is proposed for the same services for the State of Missouri. Resumes may be included with the offeror's proposal.
- c. If personnel are not yet hired, the offeror should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

4.6 Evaluation of Method of Performance:

Proposals will be subjectively evaluated based on the offeror's plan for performing the requirements of the RFP. Therefore, the offeror should present information which demonstrates the method or manner in which the offeror proposes to satisfy these requirements and which confirms the offeror's ability to satisfy the requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.

- 4.6.1 Description of Proposed Services - Exhibit C.1 is provided for the offeror's use in providing information about the proposed method of performance. Unless a particular requirement isn't conducive to elaboration, **each paragraph within Section 2 Contractual Requirements and Scope of Work and Section 3 Contractor Performance Requirements, specifically Paragraphs 3.1 through 3.9.8** should be addressed by writing a description of how (and when, if applicable) each requirement will be satisfied and otherwise detailing the offeror's understanding of the requirements and ability and methodology to successfully perform. **When responding to the appropriate provisions in these sections of the RFP, the offeror should identify the paragraph or subparagraph number and then provide the additional elaboration describing the offeror's plans for performing or meeting the requirement.**
- 4.6.2 Implementation Plan - The offeror should complete Exhibit C.2, or any other format, to describe the proposed schedule for the implementation of the required services beginning from the effective date of the contract to the day services are fully operational. In the event of overlapping or concurrent tasks, the use of a graphic chart (PERT, bar, line, etc.) may also be used.
- 4.6.3 Budget/Price Analysis - The offeror should provide a budget or price analysis for the price quoted on the Pricing Page. Exhibit C.3 is attached for the purpose of reflecting the offeror's breakdown of the quoted price and should be shown in sufficient detail to demonstrate those factors affecting the price such as staffing patterns and proposed hours, etc.
 - a. In the event of a discrepancy between the offeror's price breakdown and the Pricing Page, the Pricing Page shall govern.
 - b. All information contained in the offeror's price breakdown may be utilized in the subjective evaluation of any relevant evaluation criteria.

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

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

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

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

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

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

$$\frac{\text{Offeror's Proposed MBE \%} \leq 10\% + \text{WBE \%} \leq 5\%}{\text{State's Target MBE \% (10) + WBE \% (5)}} \times \frac{\text{Maximum MBE/WBE Participation Evaluation points (10)}}{10} = \text{Assigned MBE/WBE Participation points}$$

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

- a. Participation Commitment - If the offeror is proposing MBE/WBE participation, the offeror must complete Exhibit D.1, Participation Commitment, by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror must include the offeror in the appropriate table on the Participation Commitment Form.

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

4.7.5 Commitment – If the offeror's proposal is awarded, the percentage level of MBE/WBE participation committed to by the offeror on Exhibit D.1, Participation Commitment, as verified by the MBE/WBE's documentation of intent to participate, shall be interpreted as a contractual requirement.

4.7.6 Definition -- Qualified MBE/WBE:

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

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

Office of Administration, Office of Supplier and Workforce Diversity
 Harry S Truman Bldg., Room 630
 P.O. Box 809
 Jefferson City, MO 65102-0809
 Phone: (877) 259-2963 or (573) 751-8130
 Fax: (573) 522-8078
 Web site: <http://www.oswd.mo.gov>

4.8 Miscellaneous Submittal Information:

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

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

- 1) The offeror must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
- 2) The offeror must use the organization for the blind or sheltered workshop in a manner that will constitute an added value or provide a service required as part of the performance of the contract.
- 3) The offeror must provide the following information with the proposal:

- ✓ Participation Commitment - The offeror must complete Exhibit D.1, Participation Commitment, by identifying the organization for the blind or sheltered workshop, the amount of participation committed, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror must be listed in the appropriate table on the Participation Commitment Form.
- ✓ Documentation of Intent to Participate – The offeror must either provide a properly completed Exhibit D.2, Documentation of Intent to Participate Form, signed by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide; (2) must indicate the organization for the blind/sheltered workshop's commitment to aid the offeror in the performance of the required services and/or provision of the required products (identified by the Request for Proposal (RFP) number or other identifier) in an amount that must equal the amount specified on the offeror's Participation Commitment Form, Exhibit D.1; and (3) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

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

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

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

<http://www.lhbindustries.com> and <http://www.alphapointe.org>

d. Commitment – If the offeror's proposal is awarded, the participation committed to by the offeror on Exhibit D.1, Participation Commitment, as verified by the organization for the blind/sheltered workshop's documentation of intent to participate, shall be interpreted as a contractual requirement.

4.8.2 Missouri Service-Disabled Veteran Business Preference - Any offeror eligible to receive the Missouri service-disabled veteran business preference pursuant to 34.074 RSMo must review and complete Exhibit E, Missouri Service-Disabled Veteran Business Preference, and provide the specified documentation in accordance with the instructions provided therein.

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

- 4.8.4 Debarment Certification – The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The offeror should complete and return the attached certification regarding debarment, etc., Exhibit G with the proposal. This document must be satisfactorily completed prior to award of the contract.
- 4.8.5 The offeror should complete and submit Exhibit H, Miscellaneous Information.
- 4.8.6 Business Compliance - The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include, but not necessarily be limited to:
- a. Registration of business name (if applicable)
 - b. Certificate of authority to transact business/certificate of good standing (if applicable)
 - c. Taxes (e.g., city/county/state/federal)
 - d. State and local certifications (e.g., professions/occupations/activities)
 - e. Licenses and permits (e.g., city/county license, sales permits)
 - f. Insurance (e.g., worker's compensation/unemployment compensation)

EXHIBIT A**PRICING PAGE****A.1 REQUIRED ONE TIME SOFTWARE PRICING:**

The offeror shall provide one-time firm, fixed pricing for the web-based case management and financial system perpetual, permanent software license pursuant to all requirements and specifications herein:

DESCRIPTION	QTY	UNIT OF MEASURE	TOTAL FIRM, FIXED PRICE
C/S Code: 20899 Web-Based Case Management and Financial System One-Time Perpetual, Permanent Software License (to include source code).	1	TOTAL	\$ _____

A.2 REQUIRED SYSTEM PHASE PRICING:

The offeror shall provide A total guaranteed not-to-exceed price to complete all phases of the project, including all installation and training, as identified in the RFP. Each completed phase will be paid at the percentage of the total guaranteed not-to-exceed price indicated.

DESCRIPTION	% of Total Price	TOTAL GUARANTEED NOT-TO-EXCEED PRICE FOR PHASE I THROUGH PHASE V \$ _____
Phase I – Planning Phase	15%	
Phase II – Design Phase	20%	
Phase III – Development Phase	20%	
Phase IV – Testing Phase	15%	
Phase V – Implementation Phase	30%	

A.3 REQUIRED MAINTENANCE/SUPPORT PRICING:

The offeror shall provide firm, fixed pricing for system maintenance support, including any other required pricing necessary to meet the requirements of the RFP. The offeror shall understand that pricing shall remain firm, fixed throughout the term of the original contract period and each renewal period and shall be in accordance with the provisions and requirements of this RFP. All costs associated with providing the required services shall be included in the stated price.

DESCRIPTION	Original Contract Period Firm, Fixed Pricing	1 st Renewal Maximum Pricing	2 nd Renewal Maximum Pricing	3rd Renewal Maximum Pricing	4th Renewal Maximum Pricing	5th Renewal Maximum Pricing
System Maintenance Support Services	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

EXHIBIT A - Continued**A.4 PAQ PERSONNEL HOURLY RATE PRICING:**

The offeror shall complete the following PAQ pricing tables and provide firm, fixed pricing for all classifications necessary to provide project work that is beyond the scope of the mandatory requirements herein. Pricing provided in this area will be utilized in Project Assessment Quotations (PAQ) that will require extended pricing based on the specific detailed requirements provided by the agency, which are not within the scope of the mandatory requirements provided herein. PAQ hourly pricing shall remain firm, fixed for the duration of the contract.

*The offeror must provide firm, fixed hourly pricing for **each** personnel classification identified by the offeror in the table below:*

PERSONNEL CLASSIFICATION TITLE	FIRM, FIXED HOURLY PRICING
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

A.5 REQUIRED OTHER PRICING:

The offeror shall provide firm, fixed pricing for the required other features/services identified below. It shall be the state agency's sole option to request these items. All features/services identified below should be explained in detail in Exhibit C.1.

DESCRIPTION	QTY	UNIT OF MEASURE	TOTAL FIRM, FIXED PRICE
Capability of client to log into the system to update their own information.	1	TOTAL	\$_____
Capability to track in-house credit card accounts.	1	TOTAL	\$_____
Capability to handle maintenance of effort tracking.	1	TOTAL	\$_____
Capability of clients to complete an on-line customer satisfaction survey.	1	TOTAL	\$_____
User Training	1	PER STUDENT	\$_____

EXHIBIT B**B.1 OFFEROR RELIABILITY INFORMATION**

The offeror should provide the following information about the offeror's organization:
--

1. Provide a brief company history, including the founding date and number of years in business as currently constituted.
2. Describe the nature of the offeror's business, type of services performed, etc. Identify the offeror's website address, if any.
3. Provide a list of and a short summary of information regarding the offeror's current contracts/clients.
4. Describe the structure of the organization including any board of directors, partners, top departmental management, corporate organization, corporate trade affiliations, any parent/subsidiary affiliations with other firms, etc.
5. Provide a list summarizing any pending or final legal proceedings involving you or your company that took place in any court of law, administrative tribunal or alternative dispute resolution process that was filed, settled or gone to final judgment within the last three (3) years. The summary need not disclose confidential information of a disputed allegation of fact or law, but must contain the allegations made and/or contested or findings of the court of law, tribunal or dispute resolution process. Failure to provide a full and accurate summary of legal proceedings may result in rejection of the proposal or termination of any subsequent contract.
6. Document the offeror's financial solvency in a manner that is acceptable for public review. Audited financial statements for the last year will provide such documentation; however, the statements will become public information. If the offeror is a subsidiary, also provide the documentation for the parent company.

EXHIBIT B, Continued**B.2 CURRENT/PRIOR EXPERIENCE**

The offeror should copy and complete this form for each reference being submitted as demonstration of the offeror and any proposed subcontractor's current/prior experience. In addition, the offeror is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror Name or Subcontractor Name: _____ (if reference is for a Subcontractor):	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company/Client:	
Address of Reference Company/Client:	
Reference Contact Person Name, Phone #, and E-mail Address:	
Title/Name of Service/Contract:	
Dates of Service/Contract:	
If service/contract has terminated, specify reason:	
Size of Service such as: ☒ Number of Individuals Being Served ☒ Total Annual Value/Volume	
Description of Services Performed, such as: ☒ Statewide VR System ☒ Case Management & Financial System	

EXHIBIT B, Continued**B.3 EXPERTISE OF PERSONNEL**

(Copy and complete this table for each key person proposed)

Title of Position: _____	
Name of Person:	
Educational Degree (s): include college or university, major, and dates	
License(s)/Certification(s), #(s), expiration date(s), if applicable:	
Specialized Training Completed. Include dates and documentation of completion:	
# of years experience in area of service proposed to provide:	
Describe person's relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships	
Describe this person's responsibilities over the past 12 months.	
Previous employer(s), positions, and dates	
Identify specific information about experience in:	Clearly identify the experience, provide dates, describe the person's role and extent of involvement in the experience
✓ Vocational Rehabilitation Services	
✓ Web-based Case Management	

Staffing Methodology

Describe the person's planned duties/role proposed herein:	
Specify the approximate number of hours per month this person is proposed for services	

EXHIBIT C

C.1 METHOD OF PERFORMANCE

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

1. The offeror should provide information about the proposed method of performance. **Unless a particular requirement isn't conducive to elaboration, each paragraph within Section 2 Contractual Requirements and Scope of Work and Section 3 Contractor Performance Requirements, specifically Paragraphs 3.1 through 3.9.8 should be addressed by writing a description of how (and when, if applicable) each requirement will be satisfied and otherwise detailing the offeror's understanding of the requirements and ability and methodology to successfully perform. When responding to the appropriate provisions in these sections of the RFP, the offeror should identify the paragraph or subparagraph number and then provide the additional elaboration describing the offeror's plans for performing or meeting the requirement.**
2. Implementation Plan - The offeror should complete Exhibit C.2, or any other format, to describe the proposed implementation plan for the implementation of the required services beginning from the effective date of the contract to the day services are fully operational. In the event of overlapping or concurrent tasks, the use of a graphic chart (PERT, bar, line, etc.) may also be used.
3. Budget/Price Analysis - The offeror should provide a budget or price analysis for the price quoted on the Pricing Page. Exhibit C.3 is attached for the purpose of reflecting the offeror's breakdown of the quoted price and should be shown in sufficient detail to demonstrate those factors affecting the price such as staffing patterns and proposed hours, etc.
4. IT Accessibility – The offeror should complete Exhibit C.4 pertaining to the offeror's proposed system's ability to comply with identified accessibility standards.
5. Economic Impact to Missouri - the offeror should describe the economic advantages that will be realized as a result of the offeror performing the required services. The offeror should respond to the following:
 - Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
 - Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
 - Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

EXHIBIT C, Continued

C.2 IMPLEMENTATION PLAN

Implementation Plan - The offeror should sequentially list and briefly describe the tasks or events proposed for the implementation of the required services. For each task/event, the offeror should identify the number of days required to complete the task/event, the personnel proposed to perform the task/event, and the number of work hours for each person.

"Completion Day" should be specified as a certain number of days from date of contract award until completion of the specific task and should be expressed as calendar days, not specific dates.

"Assigned Personnel" should be identified by name rather than project title unless such personnel are yet to be hired.

"Workhours" should indicate that time each assigned person will spend on the specific task.

[illegible]

EXHIBIT C, Continued
C.3 BUDGET/PRICE ANALYSIS

The offeror should complete the following table in sufficient detail for information regarding the services proposed

Budget Categories	Quantity	Unit Price	Total
Professional Personnel (list)			
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
5.		\$	\$
6.		\$	\$
7.		\$	\$
8.		\$	\$
Total Professional Personnel			\$
Support Personnel (list)			
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
5.		\$	\$
Total Support Personnel			\$
Travel Expenses (list)			
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
5.		\$	\$
Total Travel Expenses			\$
Materials and Supplies (list)			
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
5.		\$	\$
Total Materials and Supplies			\$
Other Components/Overhead (List)			
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
5.		\$	\$
Total Other Components/Overhead			\$
Total Price (must equal the price quoted on the Pricing Page)			\$

EXHIBIT C.4 - IT ACCESSIBILITY CONFORMANCE MATRIX

IT Accessibility Standards (Reference State of Missouri IT Accessibility Standards at http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm)			
No.	Accessibility Requirement	Supporting Features/Functions of the Software Application <i>(Describe how and/or to what degree the proposed system fulfills the accessibility requirement standards)</i>	COMMENTS/EXPLANATIONS <i>[Describe whether the proposed software applications were or will be developed in accordance with MicroSoft Active Accessibility (MSAA). (Describe whether you will provide compatibility testing with commonly used Assistive Technology as part of benchmark testing prior to final deployment)].</i>
Software Applications and Operating Systems			
1.	When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.		
2.	Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.		

IT Accessibility Standards (Reference State of Missouri IT Accessibility Standards at http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm)			
3.	A well defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that assistive technology can track focus and focus changes.		
4.	Sufficient information about a user interface element, including the identity, operation and State of the element, shall be available to assistive technology. When an image represents a program element, the information conveyed by the image must also be available in text.		
5.	When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.		
6.	Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.		
7.	Applications shall not override user selected contrast and color selections and other individual display attributes.		
8.	When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.		

IT Accessibility Standards (Reference State of Missouri IT Accessibility Standards at http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm)			
9.	Color-coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.		
10.	When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.		
11.	Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.		
12.	When electronic forms are used, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.		
Web-based Intranet and Internet Information and Applications			
13.	A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content) except for captioning of audio information, which shall comply with (21) of this section.		
14.	Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.		
15.	Documents shall be organized so they are readable without requiring an associated style sheet.		

IT Accessibility Standards (Reference State of Missouri IT Accessibility Standards at http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm)			
16.	Redundant text links shall be provided for each active region of a server-side image map.		
17.	Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.		
18.	Row and column headers shall be identified for data tables.		
19.	Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.		
20.	Frames shall be titled with text that facilitates frame identification and navigation.		
21.	A text-only page, with equivalent information or functionality, shall be provided to make a Web site comply with the provisions of these standards, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.		
22.	When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by assistive technology.		
23.	A method shall be provided that permits users to skip repetitive navigation links.		

IT Accessibility Standards (Reference State of Missouri IT Accessibility Standards at http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm)			
24.	When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.		
25.	Contact information for issues related to accessibility shall be provided on each entry page.		

IT Accessibility Standards (Reference State of Missouri IT Accessibility Standards at http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm)		
26.	Captioning, video description or other equivalent alternatives for multimedia presentations, excluding live Webcasts, shall be provided in synchrony with the presentation, and in accordance with the following: (i) Captioning shall be provided for multimedia presentations that contain speech or other audio information necessary for the comprehension of the content in accordance with the schedule established in Paragraph (c) under Video and Multimedia Products. (ii) Video description shall be provided for multimedia presentations that contain visual information necessary for the comprehension of the content, in accordance with the schedule established in Paragraph (d) under Video and Multimedia Products. (iii) Live Webcasts that contain speech or other audio information necessary for the comprehension of the content, shall be captioned in accordance with the following schedule with priority given to content of statewide importance and events that do not provide the opportunity to request individual accommodations.	

IT Accessibility Standards(Reference State of Missouri IT Accessibility Standards at <http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm>)**Telecommunications**

27.	Telecommunications products or systems that provide a function allowing voice communication and do not themselves provide TTY functionality, shall provide a standard non-acoustic connection point for TTYs. Microphones shall be capable of being turned on and off to allow the user to intermix speech with TTY use.		
28.	Telecommunications products, which include voice communication functionality, shall support all commonly used cross-manufacturer non-proprietary standard TTY signal protocols.		
29.	Voice mail, messaging auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users either through direct TTY access or through use of the relay service and by Voice Carry Over (VCO), Hearing Carry Over (HCO), Speech To Speech users through the relay service.		
30.	Voice mail, messaging, auto-attendant, and interactive voice response telecommunications systems that require a response from a user within a time interval, shall give an alert when the time interval is about to run out, and shall provide sufficient time for the user to indicate more time is required.		

IT Accessibility Standards (Reference State of Missouri IT Accessibility Standards at http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm)			
31.	Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs, and for users who cannot see displays.		
32.	For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental volume control, at least one intermediate step of 12 dB of gain shall be provided. Notwithstanding gain requirements, maximum output shall not exceed 125 db SPL.		
33.	Products that transmit or conduct information or communication shall pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format. Technologies which use encoding, signal compression, format transformation, or similar techniques shall not remove information needed for access or shall restore it upon delivery.		
34.	If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use if the volume is capable of greater than 18 db of gain.		

IT Accessibility Standards (Reference State of Missouri IT Accessibility Standards at http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm)			
35.	Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.		
36.	Products which have mechanically operated controls or keys, shall comply with the following: (1) Controls and keys shall be tactilely discernible without activating the controls or keys. (2) Controls and keys shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. The force required to activate controls and keys shall be 5 lbs. (22.2 N) maximum. (3) If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. The key repeat rate shall be adjustable to 2 seconds per character. (4) The status of all locking or toggle controls or keys shall be visually discernible, and discernible either through touch or sound.		

EXHIBIT D
D.1 PARTICIPATION COMMITMENT

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

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

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

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

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

EXHIBIT D, Continued**D.2 DOCUMENTATION OF INTENT TO PARTICIPATE**

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

~ Copy This Form For Each Organization Proposed ~

Offeror Name: _____

This Section To Be Completed by Participating Organization:

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

Indicate appropriate business classification(s):

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

Name of Organization _____

Contact Name: _____ Email: _____

Address: _____ Phone #: _____

City: _____ Fax #: _____

State/Zip: _____ Certification # _____
(or attach copy of certification)

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

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

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

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

Authorized Signature:

Authorized Signature of Participating Organization

Date

EXHIBIT E**MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE**

Pursuant to 34.074 RSMo, the Division of Purchasing and Materials Management has a goal of awarding three (3) percent of all contracts for the performance of any job or service to service-disabled veteran businesses (see below for definitions included in 34.074 RSMo) either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entirety, are comparable.

Definitions:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

If an offeror meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the offeror **must** provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the offeror's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the offeror was in, stating that the offeror has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the offeror's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Veteran Information**Business Information**

Service-Disabled Veteran's Name, (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran Business

EXHIBIT F

BUSINESS ENTITY CERTIFICATION,
ENROLLMENT DOCUMENTATION,
AND
AFFIDAVIT OF WORK AUTHORIZATION

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

BUSINESS ENTITY CERTIFICATION:

The offeror must certify their current business status by completing either Box A or Box B below.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

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

I certify that I am not an alien unlawfully present in the United States and if _____ (*Company/Individual Name*) is awarded a contract for the services requested herein under _____ (*RFP Number*) and if the business status changes during the life of the contract to become a business entity as defined in RSMo 285.525 pertaining to RSMo 285.530, then _____ (*Company/Individual Name*) shall, prior to the performance of any services as a business entity under the contract:

- (1) Enroll and participate in the E-Verify (see below for E-Verify contact information) federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- (2) Provide the documentation required herein affirming said company’s/individual’s enrollment and participation in the E-Verify federal work authorization program; AND
- (3) Submit a completed, notarized Affidavit of Work Authorization provided below.

 Authorized Representative’s Name
 (Please Print)

 Authorized Representative’s Signature

 Company Name (if applicable)

 Date

EXHIBIT F, Continued**BOX B – CURRENT BUSINESS ENTITY STATUS**

I certify that _____ (*Business Entity Name*) **MEETS** the definition of a business entity as defined in RSMo 285.525 pertaining to RSMo 285.530 as stated above.

Authorized Business Entity
Representative's Name
(Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

As a business entity, the offeror must:

- (1) Enroll and participate in the E-Verify (see below for E-Verify contact information) federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- (2) Provide the documentation required herein affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
- (3) Submit a completed, notarized Affidavit of Work Authorization provided below.

The offeror should complete and submit items (2) and (3) above with the proposal but must submit them prior to an award of a contract.

E-VERIFY CONTACT INFORMATION:

Website: http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm;

Phone: 888-464-4218;

Email: e-verify@dhs.gov.

ACCEPTABLE E-VERIFY ENROLLMENT AND PARTICIPATION DOCUMENTATION:

Acceptable E-Verify enrollment and participation documentation consists of the following:

EITHER

- From the E-Verify Memorandum of Understanding (MOU) Revised July 18, 2007, if defined as a business entity, the offeror must submit both: 1) a valid, completed copy of the first page of the MOU identifying the offeror and 2) a valid copy of the MOU signature page completed and signed by the offeror, the Social Security Administration, and the Department of Homeland Security – Verification Division.

OR

- From the E-Verify Memorandum of Understanding (MOU) Revision Date 10/29/08, if defined as a business entity, the offeror must submit the MOU signature page completed and signed by the offeror and the Department of Homeland Security – Verification Division. (The Social Security Administration is not a signatory on the 10/29/08 MOU.)

EXHIBIT F, Continued**AFFIDAVIT OF WORK AUTHORIZATION:**

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

Comes now _____ (*Name of Business Entity Authorized Representative*) as _____ (*Position/Title*) first being duly sworn on my oath, affirm _____ (*Business Entity Name*) is enrolled and will continue to participate in the E-Verify federal work authorization program in respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to B2Z09068 for the duration of the contract, if awarded in accordance with RSMo Chapter 285.530 (2). I also affirm that _____ (*Business Entity Name*) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to B2Z09068 for the duration of the contract, if awarded.

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

Authorized Representative's Signature

Printed Name

Title

Date

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

Signature of Notary

Date

EXHIBIT G**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

EXHIBIT H**MISCELLANEOUS INFORMATION****Outside United States**

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

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

Employee Bidding/Conflict of Interest

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

Name of State Employee, General Assembly Member, or Statewide Elected Official:		
	In what office/agency are they employed?	
	Employment Title:	
Percentage of ownership interest in offeror's organization:		_____ %

**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. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.
- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals by Premium registered offerors through the State of Missouri's On-Line Bidding/Vendor Registration System website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically by a Premium registered offeror may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically by a Premium registered offeror may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may only be withdrawn by a signed, written 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.
- d. In the evaluation of proposals, a service-disabled veteran business preference shall be applied in accordance with Section 34.074 RSMo.

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 an offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding/Vendor Registration System website for Premium registered offerors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) 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 unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;

- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

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

21. AMERICANS WITH DISABILITIES ACT

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

22. FILING AND PAYMENT OF TAXES

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

23. TITLES

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

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