STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
REQUEST FOR PROPOSAL (RFP)

SOLICITATION/OPPORTUNITY (OPP) NO.: RFPT30034901800096
REQ NO.: NR 580 41031800111
ISSUE DATE: 8/31/2017

TITLE: eWIC Implementation – Project Management and Processor
BUYER: Nicolle Backes
PHONE NO.: (573) 751-4903
E-MAIL: nicolle.backes@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 11/30/2017 AT 2:00 PM CENTRAL TIME (END DATE)
VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH HTTPS://MISSOURIBUYS.MO.GOV BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)

MAILING INSTRUCTIONS: Print or type Solicitation/OPP Number and End Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Purchasing office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL TO: PURCHASING or PURCHASING 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 Three Years

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:
Department of Health and Senior Services
Women, Infant, and Children Nutritional Services
930 Wildwood Drive
Jefferson City, MO 65109

The vendor 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 10/19/15). The vendor further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing 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 vendor and the State of Missouri. The vendor shall understand and agree that in order for their proposal to be considered for evaluation, they must be registered in MissouriBUYs. If not registered at time of proposal opening, the vendor must register in MissouriBUYs upon request by the state immediately after proposal opening.

SIGNATURE REQUIRED

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>MissouriBUYs SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)</th>
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<th>CITY, STATE, ZIP CODE</th>
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<th>CONTACT PERSON</th>
<th>EMAIL ADDRESS</th>
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<th>PHONE NUMBER</th>
<th>FAX NUMBER</th>
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| VENDOR TAX FILING TYPE WITH IRS (CHECK ONE): | |
| ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___IRS Tax-Exempt |
|                                               |

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<thead>
<tr>
<th>AUTHORIZED SIGNATURE</th>
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<th>PRINTED NAME</th>
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Instructions for Submitting a Solicitation Response

The Division of Purchasing is now posting all of its bid solicitation documents on the new MissouriBUYS Bid Board (https://www.missouribuys.mo.gov). MissouriBUYS is the State of Missouri’s web-based statewide eProcurement system which is powered by WebProcure, through our partner, Perfect Commerce.

For all bid solicitations, vendors now have the option of submitting their solicitation response either as an electronic response or as a hard copy response. As a means to save vendors the expense of submitting a hard copy response and to provide vendors both the ease and the timeliness of responding from a computer, vendors are encouraged to submit an electronic response. Both methods of submission are explained briefly below and in more detail in the step-by-step instructions provided at https://missouribuys.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf. (This document is also on the Bid Board referenced above.)

Notice: The vendor is solely responsible for ensuring timely submission of their solicitation response, whether submitting an online response or a hard copy response. Failure to allow adequate time prior to the solicitation end date to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the vendor and their response at risk of not being accepted on time.

- **ELECTRONIC RESPONSES:** To respond electronically to a solicitation, the vendor must first register with MissouriBUYS by going to the MissouriBUYS Home Page (https://missouribuys.mo.gov), clicking the “Register” button at the top of the page, and completing the Vendor Registration. Once registered the vendor should log back into MissouriBUYS and edit their profile by selecting the organizational contact(s) that should receive an automated confirmation of the vendor’s electronic bid responses successfully submitted to the state.

To respond electronically to a solicitation, the vendor must login to MissouriBUYS, locate the desired solicitation on the Bid Board, and, at a minimum, the vendor must read and accept the Original Solicitation Documents and complete pricing and any other identified requirements. In addition, the vendor should download and save all of the Original Solicitation Documents on their computer so that they can prepare their response to these documents. Vendors should upload their completed response to these downloaded documents (including exhibits, forms, and other information concerning the solicitation) as an attachment to the electronic solicitation response. Step-by-step instructions for how a registered vendor responds to a solicitation electronically are available on the MissouriBUYS system at: https://missouribuys.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf.

- Vendors are encouraged to submit their entire proposal electronically; however in lieu of attaching exhibits, forms, pricing, etc. to the electronic solicitation response, a vendor may submit the exhibits, forms, pricing, etc. through mail or courier service. However, any such submission must be received prior to the solicitation’s specified end date and time. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents submitted through mail or courier service.

- In the event a registered vendor electronically submits a solicitation response and also mails hard copy documents that are not identical, the vendor should explain which response is valid for the state's consideration. In the absence of such explanation, the state reserves the right to evaluate and award the response which serves its best interest.

**Addendum Document:** If an addendum document is subsequently issued, please follow these steps to accept the addendum document(s).
1. If you have not accepted the original solicitation document go to the Overview page, find the section titled, Original Solicitation Documents, review the solicitation document(s) then click on the box under Select, and then click on the Accept button.

2. To accept the addendum document, on the Overview page find the section titled Addendum Document, review the addendum document(s) then click on the box under Select, and then click on the Accept button.

Note: If you submitted an electronic response prior to the addendum date and time, you should review your solicitation response to ensure that it is still valid by taking into consideration the revisions addressed in the addendum document. If a revision is needed to your solicitation response and/or to indicate your acceptance of the addendum document, you will need to retract your response and re-submit your response by following these steps:

1. Log into MissouriBUYS.
2. Select the Solicitations tab.
3. Select View Current Solicitations.
4. Select My List.
5. Select the correct Opportunity Number (Opportunity No); the Overview page will display.
6. Click on Review Response from the navigation bar.
7. Click on Retract if your response needs to be revised.
8. A message will come up asking, “Are you sure you want to retract the Bid”. Click on Continue to confirm.
9. Click on Respond and revise as applicable.
10. Click on Review Response from the navigation bar and then click on Submit to submit your response.

- **HARD COPY RESPONSES**: Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents.

**********End of Instructions for Submitting Solicitation Response**********
TABLE OF CONTENTS

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

1) Introduction and General Information
2) Scope of Work
3) General Contractual Requirements
4) Proposal Submission, Evaluation, and Award Information
5) Exhibit A: Pricing Pages
6) Exhibit B: Experience of Organization
7) Exhibit C: Method of Performance
8) Exhibit D: Participation From Other Organizations
9) Exhibit E: Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization
10) Exhibit F: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
11) Exhibit G: Miscellaneous Information
12) Terms and Conditions
13) Attachment 1 Subrecipient Annual Financial Report
14) Attachment 2 Missouri Local WIC Providers

Attachments: The vendor is also advised that the attachments to this document referenced above provide additional requirements, information, and/or instruction. However, the attachments are incorporated into this document but, instead, must be downloaded from the Division of Purchasing’s MissouriBUYS website at: https://missouribuys.mo.gov/. The attachments are separate downloadable documents located on the same web page from where the RFP document is downloadable. It shall be the sole responsibility of the vendor to obtain each of the attachments. The vendor shall not be relieved of any responsibility for performance under the subsequent contract due to the failure of the vendor to obtain a copy of the attachments.

**********END OF TABLE OF CONTENTS**********
1. **INTRODUCTION AND GENERAL INFORMATION**

*This section of the RFP includes a brief introduction and background information about the intended acquisitions and/or services for which the requirements herein are written. The contents of this section are intended for informational purposes and do not require a response.*

1.1 **Purpose:**

1.1.1 This document constitutes a request for competitive, sealed proposals for the provision of implementation services, project management and full service processing for the statewide eWIC project for the Department of Health and Senior Services (DHSS) as set forth herein. The contractor must provide day-to-day project management to implement the eWIC project that includes the planning, project management and coordination of the pilot project as well as initiation and expansion through the statewide rollout. The contractor must also provide a full service Offline eWIC Processing system that includes settlement, validation and reconciliation of claims and payments to and from Women, Infants and Children Program (WIC) Authorized Retailers for Missouri’s eWIC. The selected eWIC solution must interface seamlessly with the state agency’s Management Information System (MIS) and Missouri WIC Information Network System (MOWINS) used to administer the WIC program. Solution services must include the design, development, implementation, operation, and maintenance of the eWIC processing system. The state’s Project Management Team will provide oversight and have decision making authority for the eWIC project.

1.1.2 The state agency is seeking to contract with a full-service electronic benefits service provider to provide the Smart Card eWIC services required herein. The state agency based its decision to implement eWIC using smart card technology over online technology as a result of an in-depth cost benefit analysis.

a. The State of Missouri reserves the sole right to utilize the contractor for the provision of eWIC card management services (if the contractor proposes eWIC card management services), or to seek these services through a separate procurement effort (ref. section 2.19 herein).

1.1.3 To the extent that this contract involves the use, in whole or in part, of federal funds, the signature of the contractor’s authorized representative on the contract signature page indicates compliance with the requirements herein.

1.1.4 The contract issued as a result of this solicitation may be utilized by other WIC authorities included in the twenty-one (21) geographic states and Indian Tribal organizations (ITOs) participating in the SPIRIT user group. Any of the SPIRIT user WIC authorities wishing to use the resulting contract shall issue a purchasing document (contract, Purchase Order, etc.) to initiate such purchases. Each of the requesting SPIRIT users may negotiate the terms and conditions of the contract to suit its business needs. Any such negotiated terms and conditions shall not impact the contract between the State of Missouri and the contractor.

1.1.5 Any vendor assisting DHSS in the development of the Implementation Advanced Planning Document (IAPD) or this RFP is not authorized or allowed to submit a proposal.

1.2 **RFP Questions:**

1.2.1 It is the vendor’s responsibility to ask questions, request changes or clarifications, or otherwise advise the Division of Purchasing if the vendor believes that any language, specifications, or requirements are: (1) ambiguous, (2) contradictory or arbitrary, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the vendor’s ability to submit a proposal.

a. Vendors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation,
etc., to the buyer of record indicated on the first page of this RFP. Vendors and their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Vendors and their agents who have questions regarding this matter should contact the buyer of record.

1) The vendor may contact the Office of Equal Opportunity (OEO) regarding Minority Business Enterprise/Women Business Enterprise (MBE/WBE) certification or subcontracting.

1.2.2 Questions and issues relating to the RFP must be directed to the buyer, Nicolle Backes. It is preferred that questions be e-mailed to the buyer at Nicolle.backes@oa.mo.gov.

1.2.3 All questions and issues should be submitted no later than thirty (30) calendar days prior to the due date of the proposals. If not received prior to ten days before the proposal due date, the Division of Purchasing may not be able to fully research and consider the respective questions or issues.

1.2.4 The Division of Purchasing will attempt to ensure a vendor receives an adequate and prompt response, if applicable. Upon the Division of Purchasing’s consideration of questions and issues, if the Division of Purchasing determines that changes are necessary, the resulting changes will be included in a subsequently issued RFP addendum(s); absence of such response indicates that the questions and issues were considered but deemed unnecessary for a RFP addendum as the questions and issues did not provide further revision or clarity to the RFP or that time was not available to provide a response. All vendors will be advised of any change to the RFP’s language, specifications, or requirements by a formal addendum to the RFP. There will be no posted written records of the questions/communications (i.e., formal question/answer document).

NOTE: The only official position of the State of Missouri shall be that which is contained in the RFP and any addendums thereto.

1.3 Pre-Proposal Conference:

1.3.1 A pre-proposal conference regarding this Request for Proposal will be held on Monday, October 2, 2017, at 9:00 a.m. Central Time, in the Maple Conference Room of the State Office Building, 930 Wildwood Dr., Jefferson City, Missouri.

1.3.2 Pre-Proposal Conference Agenda – The vendor should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.

1.3.3 Pre-Proposal Conference RFP Questions – All potential vendors are encouraged to attend the Pre-Proposal Conference as it will be used as the forum for questions, communications, and discussions regarding the RFP. The vendor 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 vendor may submit written communications and/or questions regarding the RFP to the buyer identified on page one (1). 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, it shall be the sole responsibility of the vendor to orally address all issues previously presented to the buyer by the vendor, including any questions regarding the RFP or areas of the RFP requiring clarification.
c. Addendum to the RFP – Any changes needed to the RFP as a result of discussions from the Pre-Proposal Conference will be accomplished as an addendum to the RFP. Neither formal minutes of the conference nor written records of the questions/communications will be maintained.

1.3.4 Teleconferencing – In lieu of attending the Pre-Proposal Conference, the vendor may choose to participate via teleconference. In order to teleconference, the vendor must contact the buyer of record as indicated on page one (1) of the RFP to obtain dial-in instructions to the Pre-Proposal Conference.

1.3.5 Pre-Proposal Conference Special Accommodations – Vendors are strongly encouraged to advise the Division of Purchasing within five (5) working days of the scheduled pre-proposal conference of any special accommodations needed for disabled personnel who will be participating in the conference so that the accommodations can be made.

1.4 Background and Historical Usage Information:

1.4.1 Women, Infants and Children (WIC) is administered in Missouri by the Missouri Department of Health and Senior Services (DHSS), which contracts with the Local Agency (LA) to provide nutrition screening and education, referrals to preventive health care programs, breastfeeding education and support, and access to nutritious foods for pregnant, lactating and postpartum women, infants and children up to age five who are at or below 185% of poverty and at nutritional risk.

1.4.2 The state agency serves approximately 87,000 households per month through 109 LA providing WIC services at approximately 239 LA clinic sites. The clinics provide nutrition screening, nutrition education, breastfeeding education and support, and issue WIC benefits.

1.4.3 Currently in Missouri, participants purchase food and infant formula from Retailers using Food Instruments (FI) in the form of paper checks provided by the LA. The checks list the specific items and quantities authorized for purchase. If a participant purchases fewer items (or lesser quantities) than those listed on the check, the unredeemed items are forfeited. The cashier writes the purchase amount on the check before the checks are deposited in the retailer’s bank account and processed through the commercial banking system and the banking contractor for Missouri. These purchases accounted for approximately $100 million in total food expenditures per Federal Fiscal Year (FFY). For FFY15 there were 6,983,445 checks issued and 5,315,273 of those have been redeemed as of October 19, 2015.

1.4.4 In December 2010, the President of the United States signed into law the Healthy, Hungry-Free Kids Act of 2010 Public Law (P.L. 111-296) that includes the mandate that states have to implement WIC Electronic Benefit Transfer (EBT) by October 1, 2020 (42 U.S.C, 1786 et. Seq.)(WIC).

1.4.5 The state agency has approximately 678 WIC authorized Retailers. A breakdown of WIC Retailers by class is provided in the following table:

<table>
<thead>
<tr>
<th>Tier</th>
<th>Definition</th>
<th>Number of WIC Retailers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Peer I</td>
<td>Annual WIC sales of $80,000 or below</td>
<td>213</td>
</tr>
<tr>
<td>Peer II</td>
<td>Annual WIC sales of $80,001 to $2,000,000</td>
<td>143</td>
</tr>
<tr>
<td>Peer III</td>
<td>Stores owned by major chains</td>
<td>200</td>
</tr>
<tr>
<td>Peer IV</td>
<td>Stores that are discount grocers or hyper-marts</td>
<td>115</td>
</tr>
<tr>
<td>Peer MC</td>
<td>Military commissaries</td>
<td>3</td>
</tr>
<tr>
<td>Peer P</td>
<td>Pharmacy-only Retailers</td>
<td>4</td>
</tr>
</tbody>
</table>

1.4.6 Missouri is one (1) of twenty-one (21) states in the Successful Partners in Reaching Innovative Technology (SPIRIT) State Agency Model (SAM) User Group [http://www.fns.usda.gov/apd/wic-sam-document-library](http://www.fns.usda.gov/apd/wic-sam-document-library) and is the lead state for the enhancement contractor, which is a cooperative contract allowing all SPIRIT states to work with the current SPIRIT enhancement contractor, Custom Data Processing (CDP), to develop needed enhancements. The offline eWIC functions and interface in the
process of being developed for SPIRIT by the current SPIRIT enhancement contractor, and were delivered in December 2016. The resulting contractor of this RFP will be coordinating a pilot and statewide roll-out in conjunction with the successful implementation of the enhancements to test the interface.

1.4.7 The state agency anticipates piloting eWIC in nine (9) counties (with a total of ten (10) WIC clinics) in the mid-Missouri region. The nine (9) counties to be used in the pilot are: Audrain, Boone, Callaway, Cole, Cooper, Howard, Miller, Moniteau, and Osage. This will allow a good sample of Retailers across all peer groups (49 total stores); provide diversity in LA size and an average of 4,586 households monthly during FFY2015. These local agencies were identified as having a relatively stable participant base with minimal transfer out of participants per month. It is anticipated that the pilot will last three (3) months and will move to the statewide rollout after go/no go approval from FNS.

1.4.8 The federal funding deadline for the statewide implementation phase is September 30, 2018 with a possible funding extension to September 30, 2019.

1.4.9 The state agency plans to implement eWIC in stages as outlined below:

a. eWIC Readiness – eWIC processing system will be set up by the awarded contractor, Retailer systems and connections will be set-up and tested, SPIRIT/MOWINS interface will be completed along with the processor to state agency connection. The system will be functional and pass the User Acceptance Test (UAT) before moving to pilot.

b. eWIC Pilot – eWIC processing system will be processing Retailer claims and settlements for pilot area. Once pilot is complete the eWIC processing system will remain processing claims and settlements in the pilot area unless notified by the Project Management Team (PMT).

c. eWIC Roll-out – As the remainder of the state is transitioned over to eWIC, the eWIC processing system will begin processing a larger volume of retailer claims and settlements. Once the entire state has been transitioned to eWIC, the eWIC processing system will process retailer claims and settlements for all retailers throughout the state.

d. eWIC Processing Operations – The continued day to day processing and reporting of Retailer claims and settlement for all retailers throughout the state of Missouri.

1.4.10 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 RFP.

1.5 Glossary of Terms, Acronyms and Websites:

1.5.1 Whenever the following terms and acronyms appear in the RFP document or any addendum thereto, the definition or meaning described below shall apply. Additional terms and definitions are located in the Terms and Conditions – Request for Proposal.

<table>
<thead>
<tr>
<th>Term/Acronym</th>
<th>Definition</th>
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<tbody>
<tr>
<td>APL</td>
<td>Approved Product List-Database of all Missouri WIC approved foods.</td>
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<tr>
<td>ARF</td>
<td>Auto Reconciliation File – A file that is sent from eWIC processor to WIC Retailer that reconciles the Retailer’s claim file. It provides the Retailer the actual amount of claims that were accepted by WIC.</td>
</tr>
<tr>
<td>Batch File</td>
<td>Text based file used for exchanging large amounts of data between systems. In the context of eWIC, batch files are used to transmit information between the MIS and EBT system.</td>
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<tr>
<td>Abbreviation</td>
<td>Definition</td>
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<tr>
<td>CPCM</td>
<td>Cost Per Case Month-Expected method of paying eWIC Service Provider, a monthly fee for each active WIC household with an eWIC Card.</td>
</tr>
<tr>
<td>CVB</td>
<td>Cash Value Benefit – Specified dollar amount benefit to purchase fruits and vegetables.</td>
</tr>
<tr>
<td>EBA</td>
<td>An EBA is account data maintained on the chip in the Smart Card in combination with data maintained at the WIC EBT system.</td>
</tr>
<tr>
<td>EBT</td>
<td>Electronic Benefits Transfer-electronic transfer of government benefits to individuals or households using card technology.</td>
</tr>
<tr>
<td>ECR</td>
<td>Electronic Cash Register.</td>
</tr>
<tr>
<td>eWIC</td>
<td>The term used to identify Missouri WIC’s Electronic Benefits Transfer Program via Smart Card.</td>
</tr>
<tr>
<td>eWIC Implementation and Processor Contractor</td>
<td>The vendor awarded the resulting contract from this RFP, RFPT30034901800096, eWIC Implementation – Project Management and Processor.</td>
</tr>
<tr>
<td>FFY</td>
<td>Federal Fiscal Year- October 1st to September 30th.</td>
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<tr>
<td>FI</td>
<td>Food Instrument-The item used to transfer WIC benefits to participants.</td>
</tr>
<tr>
<td>FNS</td>
<td>Food and Nutrition Service-The division of the United States Department of Agriculture (USDA) that oversees the WIC program grant.</td>
</tr>
<tr>
<td>FReD</td>
<td>Functional Requirements Document (FReD) for a Model WIC Information System provides a comprehensive description of functions that can be automated to support the WIC program.</td>
</tr>
<tr>
<td>HCL</td>
<td>Hot Card List- List of inactivated cards that have been reported as lost or stolen.</td>
</tr>
<tr>
<td>IAPD/APDU</td>
<td>Implementation Advanced Planning Document/Advanced Planning Document Update –The document and updates submitted and approved by FNS to develop and fund Missouri’s eWIC implementation. FNS approved the IAPD submitted by Missouri in December of 2013 and the most recent APDU Ad-Needed in June 2016.</td>
</tr>
<tr>
<td>ICC</td>
<td>Integrated Circuit Chip-The device inside of the eWIC Card (Smart Card) that stores the benefits prescribed for each household participant.</td>
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<tr>
<td>ITSD</td>
<td>Information Technology Services Division-The section of Missouri’s Office of Administration that oversees the Information Technology services for the State of Missouri.</td>
</tr>
<tr>
<td>LA</td>
<td>Local Agency (Previously referred to as Local WIC Provider) -The 109 agencies throughout the State of Missouri whom are contracted to provide WIC services to Missouri participants.</td>
</tr>
<tr>
<td>MIS</td>
<td>Management Information System</td>
</tr>
<tr>
<td>MOWINS</td>
<td>Missouri WIC Information Network System-The State of Missouri refers to the SPIRIT Data system used to administer the WIC program.</td>
</tr>
<tr>
<td>NTE</td>
<td>Not-to-exceed – is the maximum allowed price for each item on the APL as specified by the state agency.</td>
</tr>
<tr>
<td>PAN</td>
<td>Primary Account Number-A unique identifying number used to reference a financial account.</td>
</tr>
<tr>
<td>PAQ</td>
<td>Project Assessment Quotation-The State of Missouri’s method of executing a change order for unforeseen additions or changes to the project specifications.</td>
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<tr>
<td><strong>Participant</strong></td>
<td>Income eligible pregnant, postpartum, and breastfeeding women, infants, and children up to the age of five (5) years, who are determined to be at nutritional risk who are provided specified nutritious food, breastfeeding education and support, nutrition education and referral services.</td>
</tr>
<tr>
<td><strong>PIN</strong></td>
<td>Personal Identification Number- A numerical code determined by the WIC participant and used in conjunction with the eWIC card to process purchase transactions.</td>
</tr>
<tr>
<td><strong>PLU</strong></td>
<td>Price Look Up Code – A store-assigned numeric designation for fruits and vegetables.</td>
</tr>
<tr>
<td><strong>PMI PMP</strong></td>
<td>Project Management Institute Project Management Professional</td>
</tr>
<tr>
<td><strong>PMT</strong></td>
<td>Project Management Team – State agency employees who will provide state level oversight of the eWIC project. Responsibilities include but are not limited to: Deliverable Review, Quality Oversight and Monitoring, and UAT Support.</td>
</tr>
<tr>
<td><strong>POS</strong></td>
<td>Point of Sale-Physical location and associated software/hardware that enables the processing of EBT transactions at any given retailer location.</td>
</tr>
<tr>
<td><strong>QA</strong></td>
<td>Quality Assurance – Method of ensuring the eWIC Implementation and Processor stays on time, on budget and within scope. Per FNS Handbook 901: “The activity of providing evidence needed to establish confidence among all concerned that quality-related activities are being performed effectively. All planned or systematic actions necessary to provide adequate confidence that a system will satisfy given requirements for quality. QA ensures the existence and effectiveness of procedures that attempt to make sure—in advance—that the expected levels of quality will be reached. QA covers all activities from design to development, testing, implementation, and documentation.”</td>
</tr>
<tr>
<td><strong>QA Contractor</strong></td>
<td>The state agency will issue RFP30034901700855 to procure a QA Contractor. Once the contract is in place, the QA Contractor will be provided contact information for collaborative efforts as required in this RFP. Responsibilities include but are not limited to: QA Management and Monitoring, Deliverable Review, Schedule and Scope Monitoring, UAT Support/ Facilitation, and Retailer Certification Testing.</td>
</tr>
<tr>
<td><strong>Retailer</strong></td>
<td>Missouri WIC authorized retail grocery stores, commissaries and pharmacies authorized to redeem food instruments.</td>
</tr>
<tr>
<td><strong>SAM</strong></td>
<td>State Agency Model</td>
</tr>
<tr>
<td><strong>SFTP</strong></td>
<td>Secure File Transfer Protocol</td>
</tr>
<tr>
<td><strong>Smart Card</strong></td>
<td>A card that has an ICC embedded which stores WIC household benefits. The chip is read by the retailer POS system. As items are redeemed by the participant they are decremented from the benefits stored on the card.</td>
</tr>
<tr>
<td><strong>Smart Card States</strong></td>
<td>The compilation of all production level EBT WIC states who are using off-line processing.</td>
</tr>
<tr>
<td><strong>SPIRIT</strong></td>
<td>Successful Partners in Reaching Innovative Technology- SPIRIT is one (1) of three (3) State Agency Models (SAM) that is sponsored by the USDA. SPIRIT is a modern, web-based system written in VB.NET and uses Microsoft SQL Server as the data store.</td>
</tr>
<tr>
<td><strong>Subcategory</strong></td>
<td>A specific type of authorized food product within a WIC category. For example, subcategories for milk include whole milk and skim milk.</td>
</tr>
<tr>
<td><strong>TPP</strong></td>
<td>Third Party Processor – A Non-Bank financial institution that provide payment processing services to merchants and other business entities.</td>
</tr>
</tbody>
</table>
1.5.2 There are several websites referenced throughout the RFP. The listing below includes links to the referenced websites.

<table>
<thead>
<tr>
<th>Website Name</th>
<th>Website</th>
</tr>
</thead>
<tbody>
<tr>
<td>WIC Technology Partners</td>
<td><a href="http://www.wictechnologypartners.com/">http://www.wictechnologypartners.com/</a></td>
</tr>
</tbody>
</table>
2. SCOPE OF WORK

This section of the RFP includes requirements and provisions relating specifically to the performance requirements of the state agency. The contents of this section include mandatory requirements that will be required of the successful vendor and subsequent contractor. Response to this section by the vendor is requested in the Exhibit section of this RFP. The vendor’s response, whether responding to a mandatory requirement or a desired attribute will be binding upon the vendor in the event the proposal is accepted by the State.

2.1 General Requirements:

2.1.1 The contractor shall provide the provision of implementation, Retailer enablement, project management and full service processing services for the eWIC program for the Department of Health and Senior Services (hereinafter referred to as the state agency).

2.1.2 The contractor shall either provide the services directly or shall provide a person/personnel who must comply with the requirements stated herein. Therefore, references to “the contractor” throughout this document shall also be deemed to include the person/personnel provided by the contractor.

2.1.3 The contractor shall perform all services in accordance with the provisions and requirements stated herein and to the sole satisfaction of the state agency.

   a. If eWIC card management services are provided through a third party, the contractor must work with the third party as necessary to ensure the seamless continuation of services to participants.

2.1.4 The contractor shall perform all services necessary to meet the mandatory and desirable requirements identified herein within the continental United States. Additionally, if the contractor has a presence outside the United States, the contractor must have safeguards in place to ensure the state’s data is not viewable by personnel outside the United States.

2.1.5 The contractor must not have provided or assisted DHSS in the development of the Implementation Advanced Planning Document (IAPD) or the RFP.

2.2 Contractor Experience Requirements:

2.2.1 The contractor represents a critical function of the Missouri eWIC program; therefore the contractor must possess electronic benefits transfer industry specific technical skills. It is highly desirable that the contractor have WIC program knowledge to support the project.

   a. The contractor must have substantial experience in developing, implementing, and managing a financial system such as EBT, Electronic Funds Transfer and card transaction processing systems.

   b. It is highly desirable that the contractor have a minimum of three (3) years of experience with WIC payment processing either EBT or Paper form.

   c. It is highly desirable that the contractor has EBT Smart Card system knowledge or document experience with EBT Smart Card system processing.

   d. The contractor must have a minimum of five (5) years of experience in managing complex projects for a government entity.

   e. The contractor must have experience communicating with multiple stakeholders working on different portions of one project and ensuring all stakeholders are kept up-to-date on the project status and advised of issues as they arise.

   f. The contractor must have experience explaining complex technical topics to diverse audiences.
g. It is highly desirable for the contractor to have experience working with the WIC Program or other electronic benefits transfer implementation projects in a full service grocery environment.

h. It is highly desirable for the contractor’s personnel to have Project Management Institute Project Management Professional (PMI PMP) Certification.

2.3 General Implementation Services Requirements:

2.3.1 The contractor shall be responsible for the project management services necessary to orchestrate all phases of the project through successful statewide implementation of eWIC in Missouri.

a. The contractor shall be responsible for overseeing the day-to-day project activities, reviewing document deliverables for accuracy, providing recommendations, researching and providing technical documentation, as well as developing reports and documents.

b. The contractor shall respond to phone calls and emails along with scheduling and attending status update meetings and conference calls. The state agency will provide contact information for all needed entities at the Kick-Off meeting or as identified throughout the contract period.

c. The contractor shall be available for impromptu meetings or conference calls on an as needed basis.

2.3.2 It is highly desirable the contractor have all implementation services completed no later than December 31, 2018.

2.3.3 It is highly desirable the contractor have subject matter expertise in the areas of hardware and software related to Smart Card operations, Smart Card terminal operations, and Smart Card interfaces with automation systems and provides consultation to the PMT.

2.3.4 The contractor must have experience and provide expertise in card and terminal security and the management and mitigation of technical risks. The contractor’s technical expertise must be available to address issues at the state level, the LA environment and the Retailer environment with a focus on efficiency, cost-effectiveness, impact on organizational relationships, pending technological advances and regulation changes that may impact management decisions.

2.3.5 The contractor shall coordinate the overall project management of the eWIC planning, pilot and statewide rollout which includes the following:

a. Develop, maintain and update a detailed project management plan.

b. Act as a business architect on the project, facilitating major process improvements.

c. Provide necessary information to the Quality Assurance contractor.

d. Provide day-to-day oversight of the project.

e. Work with stakeholders and subject matter experts to ensure business requirements are met.

f. Facilitate decision processes and meetings to discuss issues.

g. Ensure training and communications with stakeholders are effective.

h. Oversee and assist in activities necessary to evaluate and make Retailers eWIC ready.

i. Participate in Retailer and system testing and certification activities.
j. Develop training materials for Retailers, LAs and Participants.

k. Facilitate pilot and statewide rollout of eWIC implementation with Retailers to include interaction with individual Retailers and the retail grocers associations.

2.4 General Meeting Requirements:

2.4.1 The contractor shall be required to be on-site in Missouri multiple times throughout the term of the contract. The state agency expects a minimum of fifteen (15) times during the implementation period outside of the retailer hardware/software evaluation, but the actual times needed will be determined as the project progresses by the contractor and the PMT based on the final project schedule. The contractor should be on-site in Missouri at least annually once the state is fully rolled out.

2.4.2 The contractor shall attend project team status meetings either on-site in Missouri or via teleconference as approved by the state’s PMT.

2.4.3 The contractor’s firm, fixed pricing provided in Exhibit A, Pricing Pages shall include all travel costs and associated expenses to attend the meetings identified below. When developing the final Schedule of Events, the contractor shall assume the project starts with the Project Kickoff Meeting and includes the following milestones:

- a. Project Kickoff Meeting;
- b. eWIC Processing System Development and Deployment;
- c. Retailers Integration Plan Meeting;
- d. Knowledge Transfer and Training Plan Meeting;
- e. eWIC Processing System Secure FTP connections to Retailers and State Agency;
- f. eWIC Processing System UAT ready;
- g. Retailer Enablement and Retailers Training;
- h. LA Clinic Staff Training;
- i. eWIC Pilot Project Planning Meeting;
- j. Project Work Plan for Pilot;
- k. eWIC Pilot Project Follow-Up Meeting;
- l. Project Work Plan for Statewide Rollout;
- m. eWIC Statewide Rollout Beginning Phase Meeting;
- n. eWIC Statewide Rollout Mid-Phase Meeting; and
- o. eWIC Statewide Rollout Ending Phase Meeting.
2.4.4 The contractor shall convene a Project Kickoff Meeting in Jefferson City, MO. The Project Kickoff Meeting shall occur within two (2) weeks following official authorization by the state agency to proceed with services. The Project Kickoff Meeting shall include the contractor, PMT, and other state agency staff as identified by the state PMT. An invitation shall be extended to the United States Department of Agriculture/ Food Nutrition Service (USDA/FNS) representatives, and the Quality Assurance (QA) Contractor, if available. The purpose of the Project Kickoff Meeting shall be to do the following:

a. Introduce the state’s PMT and establish the working relationship between Missouri, the contractor, the current SPIRIT enhancement contractor, and the QA contractor.

b. Update contractor with the current status of each part of Missouri’s eWIC project.

c. Conduct a high-level deliverable clarification/validation discussion. This discussion must include a review of the required deliverables and schedule for submission of the deliverables, and confirm the acceptance criteria for deliverables.

d. The contractor shall provide a high-level presentation of the contractor’s solution and approach.

e. Discuss the contractor’s role in the UAT and determine the PMT’s expected timeframe for the contractor to be ready for UAT.

f. Review the draft Project Work Plan and schedule of events.

g. Establish the project Communication Plan and structure.

h. Discuss the management of the Project Assessment Quotation (PAQ) process.

i. Discuss the content and structure of status calls and reports.

2.4.5 The contractor shall deliver a technical memorandum documenting all agreements, understandings, and contingencies arising from the project kickoff meeting within five (5) business days after the meeting.

2.5 Project Work Plan Requirements:

2.5.1 The contractor shall develop a finalized Project Work Plan, and provide it in the timeframe required by the state agency. The Project Work Plan must minimally address the following topics:

a. Schedule Management - consisting of activity definition and sequencing, dates of completion for phases, define personnel responsibility roles, resource estimating, duration estimating, and schedule control activities.

b. Project Management - consisting of project initiation, integration management, configuration management, change control, quality management, human resource management, communication management, complaint and dispute resolution, risk management, and status reporting.

c. Cost Management - consisting of resource planning, cost estimating, and budgeting and cost control activities.

2.5.2 The contractor shall develop a system security plan that identifies the security safeguards that are in place and planned for the information system to mitigate the potential risks that could result in unauthorized disclosure, modification, or destruction of sensitive information stored and processed on a system. This must also include business continuity and disaster recovery planning.
2.5.3 The Project Work Plan shall have in-depth detail to afford the state agency full visibility into the status of all contractor activities during the course of the eWIC Implementation project. The Project Work Plan must detail how the contractor plans to implement the eWIC system in the State of Missouri and must include at a minimum the following:

a. Stakeholder communications;

b. Retailer enablement and certification plan that outlines activities to include hardware/software audit, certification, and provision of single function Point of Sale (POS) terminals if needed;

c. Tasks required for the implementation of the EBT processing system;

d. Training material development and training schedules for State staff, LAs, and Retailers;

e. UAT schedule including Test Plan development approval process as outlined in Section 2.20;

f. Test plan and scripts for all stages of EBT testing to include: performance testing, systems testing, and end-to-end testing;

   1) This test plan and scripts will cover all the system test requirements identified in Section 2.20 System Testing Requirements. For each test the plan shall, at a minimum, outline the test purpose, methodology, environment, and approval rating system. The test scripts shall ensure that all system functionality is tested.

g. Planning, evaluating, implementing and monitoring the eWIC pilot project and statewide rollout.

2.5.4 The Project Work Plan must include an activity Work Breakout Structure (WBS) with tiers showing project milestones or phases in the top level with a breakdown of major project tasks into smaller work activities underneath. Work activities at the bottom tier should have no smaller than two-week durations and have measurable, testable, or observable outputs.

2.5.5 The Project Work Plan shall be submitted to the PMT for review and approval within two-weeks after the Project Kickoff Meeting occurs. If changes are requested by the PMT, the contractor shall revise and resubmit for review and approval within five (5) business days until final approval has been granted.

a. Once approval has been provided by the PMT, the contractor shall maintain a copy of the Project Work Plan through the duration of eWIC implementation. The contractor shall update the Project Work Plan at least on a monthly basis and submit the revised Project Work Plan to the PMT along with the monthly status report. Any changes to the Project Work Plan must be approved by the PMT.

2.6 Status Report Requirements:

2.6.1 The contractor shall design a draft Status Report document that must be presented to the PMT for approval at or before the Project Kickoff Meeting.

2.6.2 The contractor shall make any changes to the Status Report format as requested by the PMT and resubmit it for final approval to the PMT within two (2) weeks after receiving feedback from the PMT.

2.6.3 The Status Report must be in a format suitable for electronic delivery such as Microsoft Word, or other approved format, that captures and tracks all project activities and the status of each. The report shall include at a minimum the following:
a. All tasks accomplished, incomplete, or behind schedule in the month prior to the report (with reasons given for those behind schedule).

b. All tasks planned for the coming month.

c. An updated status of tasks.

d. Status of corrective actions undertaken.

e. Current status of the project’s technical progress and contractual obligations.

f. Comprehensive achievements to date.

g. Risk management activities undertaken or planned.

h. Unresolved issues along with plans and requirements to resolve identified issues.

i. Plans and requirements to resolve any schedule issue.

j. Action item for PMT, contractor or other stakeholder.

k. Any identified problems along with plans to resolve identified problems.

l. Installation and maintenance results for prior month.

m. Significant changes to contractor’s organization, method of operation or to the schedule of events for the project where applicable.

2.6.4 The contractor shall prepare weekly written status reports to the PMT by the following Wednesday of each week. The PMT may elect to extend the reports to monthly if the activity levels do not support the need for weekly reports. At minimum, status reports must contain the following:

a. All tasks accomplished, incomplete, or behind schedule in the month prior to the report with details given for those behind schedule;

b. All tasks planned for coming month;

c. An updated status of tasks;

d. Status of corrective actions undertaken;

e. Current status of project’s technical progress and contractual obligations;

f. Comprehensive achievements to date;

g. Risk management activities undertaken or planned

h. Unresolved issues along with plans and requirements to resolve identified issues;

i. Plans and requirements to resolve any schedule issue;

j. Action items for PMT contractor or other stakeholder;

k. Any identified problems along with plans to resolve identified problems;
1. Report any test results and potential solutions;

m. Installation and maintenance results for prior month; and

n. Significant changes to contactor’s organization, method of operation or to the schedule of events for the project where applicable.

2.6.5 The Status Report shall be submitted to the PMT and other designated recipients as deemed necessary by the PMT throughout the eWIC implementation.

2.6.6 The contractor shall submit a Subrecipient Annual Financial Report (Attachment 1, which is attached hereto and is incorporated by reference as is fully set forth herein).

a. The contractor shall submit this report at the time the final invoice is due.

2.7 Status Call Requirements:

2.7.1 Throughout the duration of the eWIC implementation project, the contractor shall facilitate status calls at a minimum monthly but frequency may increase as needed. The call will include: the PMT, QA contractor, current SPIRIT enhancement contractor, FNS/USDA representatives, and any other stakeholders as determined by the PMT. If requested, the contractor should attempt to reschedule the date and times of the status calls.

2.7.2 The content of the monthly status calls must include updates on project activities including interface specification and development, Retailer enablement and certification, training, resource development, testing, security assessment, a review of the project work plan and the status of the project schedule, a review of issues and risks and planning for upcoming activities.

a. The contractor shall provide an agenda for each status call no later than two (2) business days prior to each call.

b. The contractor shall provide a conference call number and any needed codes to all attendees along with the agenda for each call.

c. The contractor shall provide meeting minutes for each status call no later than three (3) business days following each call to the PMT and any other attendees as directed by the PMT.

2.8 Master Schedule Requirements:

2.8.1 The contractor shall work with the PMT to create a Master Schedule to track project activities based upon the approved Schedule of Events.

2.8.2 The Master Schedule must be accessible to the PMT throughout eWIC implementation and transferred to the state agency at the end of eWIC implementation.

2.8.3 At a minimum, the Master Schedule must show milestones, deliverables, degree completion, remaining estimated time to complete and assigned resources for all project activities.

2.8.4 The Master Schedule must be a periodically-updated deliverable that encompasses all project activities.

2.8.5 The Master Schedule should include enough detail to manage and track project progress by project stakeholders as determined by the PMT.

2.8.6 Timeframes should be sufficient to allow FNS review and approval at go/no go decision points.
2.9  **Risk Management Plan Requirements:**

2.9.1  The contractor shall develop a Risk Management Plan consisting of a plan to proactively monitor and adjust and track issues and risks to the project.

2.9.2  The Risk Management Plan shall include, but not be limited to, risk identification, risk quantitative and qualitative analysis, response planning, monitoring, and control activities.

2.9.3  The Risk Management Plan shall include a table of potential risks and recommended responses, as well as an Issues Log.

2.9.4  The Risk Management Plan shall include contingency planning for the unexpected as well as anticipated problems. This is a single, periodically updated deliverable encompassing all project risks and strategies to mitigate the possible impact on the eWIC project.
   
   a. At a minimum, the Risk Management Plan must include the contractor’s procedures for identifying, reporting, monitoring, and recommending mitigation strategies for risk.
   
   b. The Risk Management Plan must document the process for issue escalation, resolution and communication to all stakeholders. The contractor shall immediately inform the PMT of any discovered risks or issues, and assign resources for issue resolution.

2.10  **Project Readiness Requirements:**

2.10.1  The contractor shall prepare/update templates and checklists to assist the PMT in determining readiness for implementation of the eWIC system for LA staff, state agency and Retailers. These assessments must measure change readiness progress (i.e., awareness, assimilation, adoption), identify readiness indicators, and establish readiness baselines.

2.10.2  The contractor shall provide recommendations for readiness activities to include what needs to be completed, who is responsible for making the changes, and the timelines for completion of changes.

2.10.3  The contractor shall identify any additional factors that may not be critical but would improve processing as recommendations for the PMT to take into consideration.

2.10.4  The contractor shall produce readiness assessment reports for the following:
   
   a. One (1) time certifying the system is UAT ready;
   
   b. One (1) time certifying the pilot locations are ready for pilot; and
   
   c. Once a month during statewide rollout based on established phases.

2.11  **Communications Plan Requirements:**

2.11.1  The contractor shall create a Communications Plan to coordinate numerous interactions with all levels of stakeholders to address concerns, manage expectations, facilitate decisions, acceptance of business processes and eWIC system design that incorporates, at a minimum, the following:

   a. Complete stakeholder contact information.

   b. Communication objectives, the key messages, the correct communications vehicles, and the appropriate timing to disseminate information to each group of stakeholders.
2.11.2 The contractor shall regularly assess and recommend communications improvement to assure continuous LA and Retailer buy-in, participation, support, commitment, and open pathways of communication among all involved parties.

2.11.3 The Communication Plan is a single deliverable maintained throughout the life of eWIC implementation.

2.12 Enablement Plan Requirements:

2.12.1 The contractor shall be tasked with providing the WIC Retailer’s Enablement and Certification Plan and make recommendations to the PMT and other stakeholders involved in the project.

2.12.2 The Enablement Plan shall describe the vendor certification process including roles and responsibilities of all the parties. This plan shall include the certification test scripts, once they are approved by the State and QA contractor.

2.12.3 The Enablement Plan must include onsite kick-off meetings for the Retailers at locations throughout the state as determined by the PMT.

2.12.4 Along with state agency staff, the contractor shall conduct meetings with Retailers to discuss eWIC project work plans, the specifications and requirements of Point of Sale (POS) equipment and the potential for ultimate POS integration, discussing cost and procurement issues related to POS hardware and software, and respond to Retailer questions related to the project work plan, Smart Card system and other Retailer issues as approved by the PMT.

2.12.5 The contractor shall advise and make available to Retailers all published Federal or State specifications, policies and documents that will assist Retailers in building an integrated system.

2.12.6 The contractor shall provide weekly updates on the status of WIC enablement activities throughout the implementation to the PMT. These updates can be part of the overall project status reports or separate. At a minimum the reports shall include:

   a. A summary report of meetings with Retailers which includes: who attended the meeting, issues discussed during the meeting, problems discovered as a result of interaction with the Retailers at the meetings, and recommendations for further state agency actions needed to support POS-integration;

   b. Name, number and percent of WIC Retailers that have been provided single function units;

   c. Name, number and percent of WIC Retailers that have integrated Electronic Cash Register (ECR)/POS systems;

   d. Name, number and percent of WIC Retailers yet to be provided single function units or document that the Retailer use integrated ECR/POS system.

2.12.7 The contractor shall perform on-site POS hardware/software evaluations and document the number of lanes and the hardware/software at each Retailer site.

2.12.8 The contractor shall provide a comprehensive report to the PMT on the current hardware/software status of each Retailer’s site(s) and identify the level of support needed for each Retailer along with the estimated cost.

   a. The support may include: software enhancements, POS terminal upgrades, and provision of single function POS terminal.
2.12.9 As approved by the PMT, the contractor shall install software upgrades, single function POS solutions, or terminals. The PMT will only reimburse the contractor for approved solutions at the PMT’s discretion.

a. The single function solutions shall provide the ability to conduct eWIC transactions.

b. The single function solutions shall allow the Retailers the ability to upload claim files to the eWIC processor’s system.

c. The single function solutions must be able to download the latest APL, ARF, and HCL.

a. The contractor will be responsible for ongoing maintenance and/or replacement of single function POS equipment for all equipment provided during pilot and rollout for the length of the contract at no additional cost to the state.

2.12.10 The contractor shall conduct Level III Retailer system certification coordinated with the PMT and QA contractor. The state agency, QA contractor, and FNS may participate in testing. System certification testing shall include purchase of approved and non-approved food items, including split-tender transactions for cash value vouchers (CVV). The certification must utilize Missouri specific scripts to run the certification, with the Missouri specific script consisting of approved product list of UPCs and Price Look-up Code (PLUs). The test must assure connectivity between the Retailer and the processor. The test must involve using test coded eWIC cards so that financial transactions do not occur in real time, but are simulated due to the coding on the eWIC card used. When the Retailer lane passes the test, the Retailer lane must be awarded a Level III Certification, where they can conduct eWIC purchases in real time once the LAs are turned on and smart cards are issued to participants. If the store does not pass testing, the store must not be authorized to conduct eWIC transactions until the deficiencies are corrected.

2.12.11 The contractor shall work with the PMT on advising retail grocer associations on integration of eWIC, into the Retailer environment.

2.12.12 The contractor shall ensure a minimum of 95% of the retailers within the pilot geographic area and subsequent state rollout areas are enabled for eWIC prior to that area going live.

2.12.13 The contractor shall test and implement its secure file transfer site in sufficient time to support Retailer reporting and secure file transfers on day one of the pilot.

2.12.14 The contractor should implement a toll-free number to support Retailers provided with State-supported POS solutions.

2.12.15 The contractor shall provide ongoing support to new authorized WIC Retailers.

2.13 Training Plan Requirements:

2.13.1 The contractor shall develop a Training Plan and training resources based upon the master schedule that details how the training takes place.

2.13.2 The Training Plan must include a description of training activities specific to state agency staff, LA clinic staff, WIC participants and Retailers.

2.13.3 The schedule and the content of the training must be approved by the PMT and encompass any requested changes submitted by the PMT prior to being used.

2.13.4 The development of a Training Plan and training resources must include, at a minimum, the following:
a. Identify training goals/standards and the specific plan for training different audiences.

b. Develop the strategy for providing training in a time-appropriate manner in the project to allow the training goals to be effectively implemented.

c. Identify the tasks and resources necessary to complete the training effort, including the tools and documentation required.

d. Design and produce the different types of trainings, training materials, training approaches, as well as how training effectiveness is measured and addressed for the groups identified in the following chart:

<table>
<thead>
<tr>
<th>Group to be Trained</th>
<th>Training Focus</th>
<th>Training Settings</th>
<th>Training Provider</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Agency Staff</td>
<td>System Operations Security Administration Message &amp; File Exchange Settlement &amp; Reconciliation Reports, Data Analysis, On Demand Reporting Fraud Investigation WIC Clinic eWIC Operations Retailer eWIC Operations/Procedures Application Support</td>
<td>Onsite Classroom/ Hands-on</td>
<td>Contractor</td>
</tr>
<tr>
<td>State Agency Trainers</td>
<td>State eWIC Operations Clinic eWIC Operations Vendor eWIC Operations</td>
<td>Onsite Classroom</td>
<td>Contractor</td>
</tr>
<tr>
<td>LA Clinic Staff (Pilot Area)</td>
<td>WIC Clinic eWIC Operations - Card control/card audit procedures - Card issuance for cardholders - PIN selection - Benefit issuance - Card status and card replacement - Access to current benefit balance - Access to transaction data</td>
<td>Onsite Classroom</td>
<td>Contractor</td>
</tr>
<tr>
<td>LA Clinic Staff (Rollout)</td>
<td>WIC Clinic eWIC Operations</td>
<td>District Training/ Webinar</td>
<td>State Agency Trainers</td>
</tr>
<tr>
<td>WIC Authorized Retailers</td>
<td>POS Setup &amp; Operations Retailer Training - File &amp; Data Transfers - Settlement &amp; Reconciliation - Updates to the APL - WIC Policy and Procedures</td>
<td>District Training/ Webinar</td>
<td>Contractor</td>
</tr>
<tr>
<td>WIC Participants</td>
<td>Use of the eWIC Card eWIC Points of Customer Service (Clinic, Phone, Web)</td>
<td>Webinar and Training Materials</td>
<td>WIC LA Staff (Webinar and training materials produced by contractor)</td>
</tr>
</tbody>
</table>

e. Develop the deliverables to support initial and ongoing training including user manuals, written flyers and/or brochures, visual aids, on-line training, and on-site training.
f. Knowledge transfer procedures to enable state agency staff to operate and maintain the new system, including guidelines to support security and privacy requirements, and to be able to effectively resolve Retailer and participant questions and concerns.

g. Design the metrics for tracking progress in achieving training and knowledge transfer objectives.

2.13.5 The contractor shall transfer ownership of the developed training materials and original templates to the state agency upon the request of the PMT.
2.14  **Training Requirements**

2.14.1 The contractor must provide all training, materials and manuals required for different types of training listed below:

a. Classroom training for state agency staff;
   1) The training shall be no more than one (1) week prior to UAT.
   2) Classroom training shall be performed at a centralized location provided by the State of Missouri.
   3) Classroom training shall be provided for a minimum of 45 people.

b. Classroom training for LA clinic staff in the pilot area;
   1) The training should be no more than one (1) to two (2) weeks prior to the pilot rollout.
   2) The training shall be at a centralized location, provided by the State of Missouri, within the nine (9) pilot counties.
   3) Each training session should be limited to no more than fifteen (15) staff members. The training sessions shall be for provided for a minimum of fifty (50) staff members total.

c. District training/webinar for LA clinic staff for the statewide rollout;
   1) The training should be no more than one (1) to two (2) weeks prior to the statewide rollout.
   2) The training shall be at a centralized location, provided by the State of Missouri, within each of the districts.
   3) There shall be approximately ten (10) training sessions per district. The exact number of training sessions per district will be mutually agreed upon by the contractor and the state agency.
   4) Each training session should be limited to no more than fifteen (15) staff members at each session. The training sessions shall be provided for a minimum of 900 staff members total.

d. District training/webinar for POS setup and operations for WIC authorized Retailers;
   1) Training shall happen at the completion of installation.
   2) There are approximately twenty (20) Retailers that will require the training.

e. District training/webinar for POS setup and operations for WIC authorized Retailers; and
   1) Training should happen at the completion of the installation.

f. Webinar/training materials for WIC participants.

2.14.2 During training sessions where the contractor and the state are providing the training, the roles of the shared training sessions shall be mutually agreed upon by the contractor and the State of Missouri.

2.14.3 The contractor shall record all webinars conducted and make them available to the state agency after the training is complete.
2.14.4 All training shall be provided for the price indicated in Exhibit A – Pricing Page and must include all expenses associated with training, including travel and lodging for the trainers.

2.15 eWIC Processing System Requirements:

2.15.1 General Processing System Requirements:

a. The contractor shall design and provide an eWIC processing system solution for the state agency that conforms to the most current (i.e. latest version) of industry and government standards and government guidance, including, but not limited to, the following FNS documents which can be found at [http://www.fns.usda.gov/wic/wic-electronic-benefits-transfer-ebt-guidance](http://www.fns.usda.gov/wic/wic-electronic-benefits-transfer-ebt-guidance):

1) WIC EBT Technical Implementation Guide (TIG);
2) WIC EBT Operating Rules;
3) Functional Requirements Document (FReD);
4) WIC Universal MIS-EBT Interface Specifications (WUMEI);
5) The most current (i.e. latest version) of The American National Standards Institute (ANSI) X9.131 standards; and
6) FNS Handbook 901.

b. The contractor shall coordinate with the SPIRIT enhancement contractor to ensure that the two systems interface correctly and to make such modifications as may be necessary to accomplish a seamless interface for the initial implementation and an on-going basis for any future modifications that may be required to changes in Federal regulations or requirements. The contractor must prepare and submit an Interface Control Document (ICD) to document and provide the specifications for the interface points between SPIRIT and the eWIC processing system within ninety calendar days (90) of contract execution or official notification from the state agency to proceed with service.

c. The contractor shall work with the current SPIRIT enhancement contractor, Information Technology Services Division (ITSD), the PMT, and other entities as identified by the PMT to ensure the eWIC processing system, data files, and reports meet the state agency needs.

d. The contractor shall ensure the eWIC processing system shall be available 99.9% of scheduled uptime, twenty-four (24) hours a day, seven (7) days per week. Scheduled uptime shall mean the time the database is available and accessible for transaction processing, and excludes scheduled downtime for routine maintenance. The contractor shall provide the PMT with an annual maintenance schedule. Scheduled maintenance is expected to occur during off-peak transaction periods. Scheduled maintenance shall not exceed two (2) hours per month unless other timeframes are agreed upon by the Missouri WIC Program.

e. The contractor shall have a back-up eWIC processing system that is maintained and available in the event any condition occurs which renders the primary system unusable for more than twelve (12) hours. If an event occurs rendering the system unusable, the contractor shall contact the PMT immediately. The contractor in conjunction with the PMT will determine the next steps.

f. The contractor shall provide a comprehensive description of the eWIC processing system which includes configuration, all processing components, databases, interfaces, and participating entities.

g. The contractor shall provide a comprehensive security plan that describes the physical, electronic and operational security of the system including, but not limited to, hardware, software, data, communications, and facilities. This must encompass business continuity and disaster recovery planning.
h. The contractor shall agree and understand that once the eWIC Processing system is set-up, the system must pass UAT. Furthermore, once the eWIC pilot begins, the eWIC Processing system shall remain online and processing all pilot area claims until final approval is granted by USDA for statewide implementation.

2.15.2 Retailer Connection Requirements:

a. The contractor shall establish secure high performance connectivity between the contractor’s primary and back-up systems to transmit and accept data transfer from all approved Retailers. The contractor’s system must be compatible with the Retailer’s existing system, if the Retailer’s system is eWIC ready. Furthermore, the contractor shall not require the Retailers to upgrade their system. The eWIC processing system shall:

1) Accept claim files from approved Retailers for validation and settlement.

2) Make available the Auto Reconciliation File (ARF), Approved Product List (APL), Hot Card List (HCL), and WIC Acknowledgment files to approved Retailers.

3) Allow approved retailers to automate the download of the APL or to request the APL on-demand.

b. The contractor shall ensure the system maintains a log, including a date/time stamp, of when the ARF, APL and HCL were made available to each Retailer.

c. The contractor shall make available to each Retailer the appropriate APL version as identified by the PMT for their identified peer group, or other identifiers as specified by the PMT, to ensure each Retailer only received the items on the APL for which they are approved.

d. The contractor shall ensure the APL does not contain the NTE for any UPC or PLU prior to making the APL available to Retailers.

e. The contractor shall ensure that the most up-to-date HCL data file shall be made available via secure data transfer to all Retailers on a daily basis.

f. The contractor shall accept claims for Primary Account Numbers (PANs) on the HCL for 48 hours from the date the HCL list is made available to the Retailers, which contains that PAN.

2.15.3 State Agency Processor Connection Requirements:

a. The contractor shall establish secure high performance connectivity between the contractor’s primary and back-up eWIC processing systems to transmit and accept data transfer from the state agency’s MIS system in both batch system and message-based interface formats.

b. The contractor’s eWIC processing system shall be available daily for data file transfers to and from the state agency’s MIS system.

b. The contractor’s eWIC processing system shall confirm batch file receipt. The eWIC processing system should accept a confirmation message from the state agency’s MIS system.

d. The contractor’s eWIC processing system shall pick-up the APL from the state agency on a daily basis. The PMT, ITSD, and the contractor shall work together to determine the timing and process of APL delivery.
e. The contractor’s eWIC processing system shall accept activation and de-activation dates for specific UPCs in the batch file as well as allowing authorized users to set activation and de-activation dates using the eWIC administrative systems.

f. The contractor’s eWIC processing system shall provide authorized users with viewing and download access to the UPC/PLU data stored in the system.

g. The contractor’s eWIC processing system shall maintain historical APL data for a minimum of three (3) years.

h. The contractor shall pick-up the NTE file from the state agency. The NTE file shall be ingested into the contractor’s system for claim file reconciliation. The PMT, ITSD and the contractor shall work together to determine the timing and process of NTE delivery.

i. The contractor’s eWIC processing system will allow the state the ability to determine which food items’ NTE will be set by UPC and which by subcategory, and the ability to change this determination at any time.

j. The contractor’s eWIC processing system shall also provide automated and on-demand activation of new NTE amounts and allow authorized users to override calculated NTEs deemed inappropriate by the State.

k. The eWIC processing system shall provide redemption data to enable the State to calculate the NTE amount by peer group and statewide at the sub-category level.

l. The contractor’s eWIC processing system shall pick-up the HCL data file via secure transmission lines from the state agency on a daily basis. The PMT, ITSD and the contractor shall work together to determine the timing and process of HCL delivery.

m. The contractor’s eWIC processing system shall pick-up a daily file of approved retailers from the state agency to be used for claim file receipt and acceptance. The PMT, ITSD and the contractor shall work together to determine the timing and process of retailer list delivery. The system shall accept in message or batch file transfer from MOWINS the status update of an approved retailer. The status of a retailer may be “authorized”, “pending” or “de-authorized”. The system shall not accept claims for transactions from any retailer which is flagged by MOWINS as pending or de-authorized at the time and date of the transaction.

2.15.4 Account Set-up and Maintenance Requirements:

a. The contractor’s eWIC processing system shall accept a unique identifier (household ID) and associated demographics from MOWINS. The system shall validate the uniqueness of the MOWINS household ID, ensuring that no duplicate family IDs have been remitted from MOWINS. The system shall validate that the household ID and password combination are valid.

b. The contractor’s eWIC system shall create a unique Electronic Benefit Account (EBA) for use in identifying each EBT household account in the eWIC system.

c. The contractor’s eWIC processing system shall accept an account type with the unique household ID from MOWINS. Account types may include household, training, compliance, or other account types as determined by the State. Financial reports shall be able to segregate reporting by account types.

d. The contractor’s eWIC processing system shall associate any and all redemption transactions to the appropriate EBA.
e. The Contractor shall be liable for any benefits or funds drawn from an incorrect account, for overdrafts against EBT benefit accounts, for access to benefits prior to or after their availability dates, and for EBT host transaction processing errors.

2.15.5 Retailer Claims Processing and Settlement Requirements:

a. The contractor’s eWIC processing system shall operate on a 24-hour claims processing cycle. At a designated cutoff time each day (to be determined in conjunction with the PMT), the contractor shall close out the current processing day and commence with the next processing day.

b. The contractor shall accept Retailer claim file submissions 24 hours a day and 7 days a week from current approved Missouri Retailers in accordance with WIC Operating rules. The WIC Operating rules can be found at [http://www.fns.usda.gov/wic/wic-ebt-operating-rules-technical-implementation-guide](http://www.fns.usda.gov/wic/wic-ebt-operating-rules-technical-implementation-guide).

c. The contractor shall accept Retailer claim files that are designated as corrected transactions that have been approved by the state agency for resubmission. All resubmission files shall be in a separate report to the state agency.

d. The contractor shall evaluate each item in the Retailer claims against the NTE in effect for the date of transaction. For each item that has a claim amount higher than the NTE the contractor shall:

1) Reduce the payment to the Retailer to the NTE amount.

2) Report on the ARF to each Retailer the actual amount paid.

3) Create a Paid File delineated by Vendor ID each processing day and transmit it to the state agency in a format compatible with SPIRIT/MOWINS.

4) Generate an exception report delineated by Retailer ID which contains at minimum but not limited to the PAN, UPC, transaction date and amount. The report shall be transmitted to the state agency, in a method approved by the PMT.

e. The contractor shall be responsible for initiating settlement of funds to Retailers, directly or through financial networks, financial institutions or other payment intermediaries.

f. The contractor shall reimburse the Retailers for the sale of approved food item purchases at either the lower of the requested food item price or the NTE.

g. If an acquirer or third party processor (TPP) exists between the eWIC processing systems and the Retailer, the contractor shall settle to the first entity downstream.

1) The contractor shall make payments to Retailers, acquirers and TPP’s for approved, cleared transactions within two (2) processing days of the settlement date of the transaction.

2.16 Reconciliation Requirements:

2.16.1 The contractor shall follow FNS guidelines on eWIC reconciliation. Daily reconciliations shall include the following:

a. Household account daily beginning balance, purchases, and net ending balance;

b. Household net redemptions in dollar value to acquirer settlement values;
c. Total funds entering, exiting, and remaining in the system each day;

d. Total net charge in outstanding system wide obligations and the sum of the net change in obligations outstanding for all government funding agencies;

e. The net settlement value of participant account adjustments with the sum of the net settlement value of adjustments settled to Retailers;

f. Net redemptions in dollar value versus the daily suspended transactions in dollar value that overlap daily ACH cut-off times and the current daily activity in dollar value.

2.16.2 The contractor shall determine the total amount necessary to settle each day’s activity. The information generated during system cutoff and balance processing shall be used by the contractor to prepare the daily settlement files.

2.16.3 The contractor shall specify procedures for maintaining audit trails throughout the reconciliation and settlement processes.

2.16.4 Prior to making any change to the reconciliation reports, processes or data displays, etc., the contractor shall provide ninety (90) calendar days advance notice to the state agency and an opportunity to review and approve changes prior to implementation.

a. In the event changes to reconciliation reports, processes or data displays, etc. are in direct response to a request by the state agency or as a result of governing rule changes, the contractor shall work with the state agency to schedule the changes.

2.16.5 The contractor shall develop procedures and reports that enable the state agency to streamline its reconciliation process.

2.16.6 The contractor shall provide initial reconciliation training to designated state agency staff as part of the state agency training prior to pilot operations.

a. The training shall be updated as needed throughout the duration of the contract to reflect changes to the reconciliation reports, processes and data displays.

2.17 Settlement Requirements:

2.17.1 The eWIC system shall operate on a 24-hour claims processing cycle. At a designated cutoff time each day (to be determined in conjunction with the PMT), the contractor shall close out the current processing day and commence with the next processing day.

2.17.2 The contractor shall designate a standard daily cutoff time for e-WIC transaction processing, (to be determined in conjunction with the PMT). The 24-hour period between the cutoff time on Day 1 and Day 2 constitutes the e-WIC transaction day. The specified cutoff time must allow the contractor sufficient time to originate ACH payments for the next day settlement. Friday, Saturday, and Sunday processing days shall be reconciled and settled on the following banking day.

a. Federal banking holidays shall be settled on the next banking day.

b. State holidays that are non-Federal banking holidays are typically as follows: Lincoln’s Birthday, which is recognized on February 12th, and Harry S. Truman’s Birthday, which is May 8th. Holiday dates falling on a Saturday will be observed on the preceding Friday. Holiday dates falling on a Sunday will be observed on the following Monday. There also may be additional state holidays as declared by the Governor, such as the Friday after Thanksgiving and Inaugural Day. It shall be the contractor’s responsibility to monitor changes in the state holiday schedule.
2.17.3 For settlement on state holidays that are non-Federal banking holidays, the state agency shall pre-authorize, draw, and deposit an estimated amount from which the contractor shall use for settlement. If the pre-authorization amount is exceeded, the state agency will settle any remaining amount with the contractor on the following state business day without penalty to the state agency.

2.17.4 In the event of any other closing of offices, settlement occurs on the first State workday following the settlement day.

2.17.5 The contractor shall open and own one (1) eWIC account at a federal or state chartered banking institution of the contractor’s choice. The contractor’s eWIC account, in which the contractor receives deposits, shall be interest bearing. Interest earned shall be calculated monthly based on the average ending daily balance. Interest shall be posted to the contractor’s eWIC account and credited to the state agency as part of the Daily Activity Report process.

2.17.6 The contractor shall ensure funds are deposited into the contractor’s eWIC account for the settlement of eWIC transactions.

2.17.7 The state agency will request their current formula rebate contractor to directly deposit, by ACH transaction, formula rebate funds owed to the state agency into the contractor’s eWIC account. The contractor shall use the formula rebate monies for the daily settlement. The contractor shall ensure that any formula rebate monies received are used for the daily settlement prior to the state agency initiating a wire transfer.

   a. The contractor shall notify the state agency’s Bureau of WIC and Nutrition Services designated staff by e-mail and the Bureau of Financial Services at FundsAccounting@health.mo.gov upon receipt of any formula rebate monies.

2.17.8 The contractor shall ensure that any balance carried from one (1) processing day to the next processing day in the eWIC account must be collateralized for any amount that exceeds the FDIC insured amount.

   a. The contractor shall provide proof of collateralization of the account through a letter of credit from a Federal Home Loan Bank or another form of collateral.

2.17.9 The contractor shall provide state agency staff with electronic access to the contractor’s eWIC account information including, but not limited to, balances and disbursements on a daily basis.

2.17.10 The contractor shall submit, via e-mail, the daily settlement report by 10:30 AM Central Standard Time (CST) to the state agency’s Bureau of WIC and Nutrition Services by e-mail to the designated staff and the Bureau of Financial Services at FundsAccounting@health.mo.gov. In the event the contractor’s or state agency’s e-mail system is not functioning, the report may be sent by facsimile to (573) 526-1470. Upon contract award, the state agency will provide the contractor with the state agency designated staff’s contact information. The contractor’s failure to timely submit the daily settlement report may delay payment by the state agency.

2.17.11 The contractor shall design a settlement report and submit a draft to the PMT for review and approval within thirty (30) calendar days of the planning meeting.

2.17.12 The state agency will initiate a wire transfer by 4:00 PM CST from the USDA ASAP system against the State’s WIC Letter of Credit based upon the amount stated in the daily settlement report submitted by the contractor. The wire transfer will deposit the funds directly into the contractor’s eWIC account. The contractor’s eWIC account must be able to accept a federal wire transfer. The contractor must pay any banking fees associated with accepting the wire transfer.
2.17.13 The contractor shall have a yearly financial audit performed by an independent licensed certified public accountant. The contractor shall provide the state agency with a copy of the contractor’s financial audit within six (6) months of the contractor’s fiscal year end for each contract period. The audit shall include those elements that comply with the Statement of Auditing Standards (SAS) No. 70 as issued by the American Institute of Certified Public Accountants (AICPA).

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

b. The contractor shall permit governmental auditors and authorized representatives of the State of Missouri to have access, for the purpose of audit or examination, to any of the contractor’s books, documents, papers, and records recording receipts and disbursements of any of the funds paid to the contractor. The contractor shall further agree any audit exception noted by governmental auditors shall not be paid by the state agency and shall be the sole responsibility of the contractor. However, the contractor shall have the right to contest any such exception by any legal procedure the contractor deems appropriate.

2.18 Rejected Retailer Payments Requirements:

2.18.1 The contractor shall research all ACH transactions that are rejected from Retailers due to inaccurate account information or closed accounts, and, when possible, correct the information and resend the payment to the proper account.

2.18.2 The contractor shall return to the state agency any funds that cannot be settled within ninety (90) calendar days of the initial ACH.

2.18.3 The contractor shall provide the following information for each unsettled payment returned to the state agency:

a. Transfer type;

b. Total amount;

c. Attempted settlement dates;

d. WIC Retailer/acquirer/TPP name;

ej. WIC Retailer number; and

f. Bank account number (including the American Banking Association bank number)

2.18.4 The contractor shall provide any additional data elements required when FNS issues written procedures to address unsettled funds.

2.19 eWIC Card Management Requirements

2.19.1 If the contractor proposes eWIC card management services and these services are subsequently awarded by the state, the eWIC card management services must comply with the following requirements:

a. The contractor must inventory, manage, and distribute eWIC Cards for the state agency.
b. The contractor shall design and implement an eWIC card management system that at minimum includes:

1) An auditable documented process for each eWIC card from the time of receipt from agency through issuance to a Missouri household identification number.

2) Shipment of eWIC cards directly to each LA (Attachment 2) throughout the state of Missouri.

3) Monitoring stocking levels at each LA to ensure an ample supply of eWIC cards are available at each site for issuance to participants, including replacement of lost or stolen cards within seven (7) business days, based upon caseload and LA case usage.

4) Providing the state agency with access to review, monitor and generate reports from the eWIC Card inventory and distribution system.

2.19.2 All pricing for eWIC card management services shall be as stated on the Pricing Pages herein, under Option 1: Implementation, Processing and Card Management.

2.20 Testing Requirements:

2.20.1 The contractor shall provide testing for the duration of the contract. The initial eWIC systems and any changes shall be properly tested prior to being introduced into the production environment. The contractor shall be required to meet all FNS testing requirements, including systems and UAT requirements. The PMT will determine when the contractor shall be on-site during UAT.

2.20.2 The contractor shall test all components and functional areas of the eWIC systems and interfaces. The PMT and the contractor will define which test may be conducted simultaneously/concurrently with MOWINS and which must be conducted separately. Any deficiencies identified during system testing must be documented, with the impact and severity of the deficiency defined, and the proposed solution and timeframe for resolution clearly defined. All deficiencies must be remedied in the manner and on schedule as approved by the PMT.

2.20.3 The contractor shall create and maintain a testing environment separate from, but that mirrors, the State Production environment. This test environment must be hosted and maintained through the life of the contract. The testing environment must be made available to the State on a schedule as agreed upon by the contractor and PMT.

2.20.4 The contractor shall install any and all system changes into the state test environment prior to installing the change into the Production environment. All changes must pass full regression testing before scheduling release for Production.

2.20.5 The contractor shall conduct testing between MOWINS and the eWIC processing system. This includes testing of all interfaces between contractor’s primary and back-up systems and the State’s primary and back-up systems.

a. The contractor must provide all necessary hardware and software to ensure connectivity and perform all testing.

2.20.6 Interface testing shall be performed to ensure that all files sent between MOWINS and the eWIC processor system are properly received, accepted, and are accurately processed.

2.20.7 Interface testing shall demonstrate rejection of duplicate files or records and correction of transmission errors.
2.20.8  The interface testing shall be successfully completed at least thirty (30) days prior to UAT.

2.20.9  The functional demonstration shall provide the PMT and FNS representatives the opportunity to review and observe planned eWIC EBT operations. The functional demonstration shall assure that the design is proceeding according to the expectations of the PMT.

2.20.10 The contractor shall provide a report of the demonstration results including any system modifications that were made.

2.20.11 The functional demonstration shall be held at least thirty (30) days prior to UAT.

2.21  User Acceptance Testing

2.21.1 The UAT must provide the state agency with the opportunity to test eWIC processing system functionality and to ensure compliance with the SPIRIT/MOWINS system as well as Federal System design requirements. The UAT shall be designed in accordance with the most recent versions of FNS Handbook 901, Advance Planning Documents and the 2014 Testing rules (or any approved newer version) and provided to FNS for review.

2.21.2 The contractor must conduct systems testing to prepare for UAT. The systems test precedes user acceptance testing and should include: functional tests, recovery tests, data conversion testing, end-to-end testing, performance testing (including stress testing, load testing, and bandwidth capacity), regression testing, and security tests.

2.21.3 The contractor shall participate on the UAT team and UAT by performing the following tasks:

   a. Participate in the development of Missouri eWIC specific test scripts.
   b. Ensure the use of Missouri specific APL, UPC and MOWINS business rules.
   c. Ensure testing facilities and testing equipment are in place for UAT.
   d. Be present during the UAT.
   e. Assist the UAT team in documentation and reporting of results by the QA contractor and PMT.

2.21.4 When participating in the UAT, the contractor shall assist in the development of a test that examines at least the following:

   a. Functional requirements, security, recovery, and system controls.
   b. Test functionality of methods and processes that shall be used by the contractor to perform daily reconciliations of the eWIC system with the SPIRIT/MOWINS system and to process financial settlements.
   c. The system’s ability to issue benefits via the developed Smart Card functionality in the most recent version of SPIRIT/MOWINS with Smart Card functionality.
   d. Formal test scripts where the testing representatives follow detailed predefined test scripts. The formal test scripts must cover all facets of the system's operations and test all of the system processing options and environmental conditions (e.g., entry of erroneous data, and POS hardware/software and communication failures).
2.21.5 The "what if" or Missouri specific portion of the acceptance test must provide the state agency with the opportunity to introduce various transaction sets and sequences that have not been included in the predefined test scripts. The objective of the tests must be to challenge the system's operations, capabilities, and design as well as to identify any areas of potential weakness or failure.

2.21.6 All bugs or defects identified in the system during UAT shall be documented along with area of responsibility by a QA contractor UAT team member. The UAT deliverable shall be a successful and completed UAT, approved by USDA/FNS ready for pilot and implementation.

2.22 Quality Assurance Requirements:

2.22.1 During the pilot project, the contractor shall cooperate with the QA Contractor to perform the following tasks:

   a. Observe the pilot project to establish a thorough understanding of the system’s operations.
   
   b. Collect data and input from the pilot LAs and Retailers to evaluate the status of the project and its impact on program operations, LAs, participant and Retailer concerns and/or satisfaction, and to ensure policies and procedures are being followed.

   c. Monitor the effectiveness of the project.

2.22.2 The contractor must collect data and provide information to the QA Contractor as requested by the PMT or QA Contractor throughout the pilot to evaluate costs prior to statewide expansion to determine affordability of the eWIC system. The contractor shall supply final information and collect data within seven (7) business days after the end of the pilot to the QA contractor. All information and data requested shall be based upon the WIC EBT cost analysis models (FNS Handbook 901, the approved Missouri Implementation Advanced Planning Document (IAPD)). The final document shall be submitted to USDA/FNS at the end of the pilot for review and approval before continuing with statewide rollout of the eWIC system.

2.23 Statewide Rollout Requirements:

2.23.1 Once the state agency has been granted approval by USDA/FNS for statewide expansion, the contractor shall provide statewide rollout of a fully functional eWIC system to include Smart Card functionality compatible with the SPIRIT/MOWINS system. Tasks shall include, at a minimum, the following:

   a. Providing project management and action plans;
   
   b. Assisting in the development of a project work plan;
   
   c. Providing technical assistance;
   
   d. Tracking and monitoring project risks, issues and progress;
   
   e. Training;
   
   f. Enabling all Retailers to accept the eWIC Smart Card, including support for retailer integration, system certification.
   
   g. Ensuring all Retailers have operational eWIC functionality.
   
   h. Providing information and data to the QA Contractor as requested by the PMT or the QA Contractor for the development of the Post Implementation Evaluation Report.
2.24 Document Retention Requirements:

2.24.1 The contractor shall retain all books, records, and other documents relevant to this contract for a period of three (3) years after final payment or the completion of an audit, whichever is later or as otherwise designated by the federal funding agency and stated in the contract.

2.24.2 The contractor shall allow authorized representatives of the department, State, and Federal Government to inspect these records upon request.

2.24.3 If the contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three (3) year period, the contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.

2.24.4 If the department is subject to any litigation, claim, negotiation, audit or other action involving the records, the department will notify the contractor in writing to extend the contractor’s retention period.

2.24.5 The department may recover any payment it has made to the contractor if the contractor fails to retain adequate documentation. Documentation shall include the audit of each Retailer site and the state’s approval to proceed with each Retailer’s needs and document the process that occurs to implement the hardware and software at each Retailer site.

2.25 Project Assessment Quotations (PAQs):

2.25.1 The contractor’s solution must allow for customizations of its functionality in order to provide the agency with enhancements and/or new functionality needed by the agency after implementation of the solution proposed and accepted by the state. The contractor shall understand and agree the state shall utilize the PAQ as a means to: (1) identify the specific tasks to be performed and (2) mutually agree upon total price, pursuant to the PAQ hourly pricing stated in Exhibit A, Pricing Pages, herein to be paid to the contractor upon completion of the specified tasks. The State of Missouri reserves the right to conduct a separate procurement process(es) to establish a contract(s) for the same or similar services for any of the state's specific project(s) and/or to continue to utilize valid existing consulting services contracts, if determined to be in the state’s best interests. The PAQ process shall occur in a controlled sequence of proposals and approvals by the state’s designated Project Director as outlined below. The contractor shall understand and agree that the general protocol for PAQ workflow shall be as described below:

a. STEP 1: PAQ REQUEST
   The agency’s designated PMT 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 PMT 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 PMT, the contractor must then prepare a final PAQ for resubmission to the PMT 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 PMT 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 PMT to signify approval.

e. **STEP 5: APPROVAL OF FINAL PAQ**

The contractor and the PMT must indicate mutual acceptance of the final PAQ by signing and dating the final PAQ. The agency’s PMT (1) must retain one signed copy; (2) must forward a copy to the Division of Purchasing 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 PMT in writing and shall submit an invoice in accordance with the PAQ approved by the agency’s PMT. The agency’s PMT 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. Once the PAQ project work has been formally accepted by the state agency, the contract shall deliver the source code materials pertaining to the PAQ project work to the state agency within five (5) business days.

h. **STEP 8: COST RECOVERY FOR CONTRACTOR**

Project costs for the PAQ project work shall be reimbursable upon formal acceptance by the agency’s PMT in accordance with the milestones for compensation outlined in the PAQ.
2.25.2 General Requirements:

a. 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.

b. The agency’s PMT 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.

c. The contractor shall not be paid for the preparation of the PAQ.

d. 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.

e. 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, a copy to the contractor and retaining a copy for the agency’s PMT. 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.

f. The agency’s PMT shall have the right to terminate the PAQ at any time, for the convenience of the agency, without penalty or recourse, by giving written notice to the contractor at least five (5) business days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all developed source code, 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 PMT, become the property of the State of Missouri. The contractor shall be entitled to receive compensation for that work completed and accepted by the State pursuant to the PAQ prior to the effective date of termination.

f. The duration of any PAQ must not exceed the effective contract period.

2.25.3 Project Assessment Quotation Invoicing: The contractor shall submit an itemized invoice to the agency within thirty (30) calendar days after completion of and in accordance with the mutually agreed upon milestones for compensation of project costs for the contractor’s project work (as specified in applicable Project Assessment Quotation).

**********END OF PART TWO: SCOPE OF WORK**********
3. GENERAL CONTRACTUAL REQUIREMENTS:

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

3.1 Contract:

3.1.1 A binding contract shall consist of: (1) the RFP, addendums 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’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.

1) The State of Missouri does not negotiate contracts after award of the RFP.

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 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.

3.2 Contract Period:

3.2.1 The original contract period shall be as stated on the Notice of Award. 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 shall have the right, at its sole option, to renew the contract for three (3) additional one-year periods, or any portion thereof. In the event the Division of Purchasing exercises such right, all terms and conditions, requirements and specifications of the contract, including prices, shall remain the same and apply during renewal periods. However, the contractor shall understand and agree the state may determine funding limitations necessitate a decrease in the contractor’s pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

3.3 Contract Price:

3.3.1 All prices shall be as indicated on the Pricing Page. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
3.4 Termination:

3.4.1 The Division of Purchasing, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effectively immediately upon providing written notification to the contractor if:

a. State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or

b. A change in federal or state law relevant to this contract occurs; or

c. A material change of the parties to the contract occurs; or

d. By request of the contractor.

3.4.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice.

a. If the Division of Purchasing terminates, the Division of Purchasing will provide written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination.

b. If the contractor terminates, the contractor shall provide written notice to the Division of Purchasing at least one-hundred sixty (160) calendar days prior to the effective date of such termination.

c. In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

3.4.3 In the event of termination, 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 state agency, become the property of the state agency. The contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

3.5 Transition:

3.5.1 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.

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

b. The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to ensure the completion of such service prior to the expiration of the contract.

1) If requested in writing via formal contract amendment, the contractor shall continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed (180) calendar days after the expiration, termination, or cancellation date of the contract for a price not to exceed those prices set forth in the contract.

3.6 Contractor Liability:

3.6.1 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.

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

a. Payments referred to in Section 3.21 Inventions, Patents, and Copyrights;

b. Bodily injury (including death), damage to real property and tangible personal property, and loss of, or damage to, the state’s records or data; and

c. Any other liabilities stated in the RFP.

d. Software license fees paid (the software license fees paid also applies to any subcontractors and program developers).
3.7 Liquidated Damages:

3.7.1 The contractor shall agree and understand that the implementation of the e-WIC Processing system stated herein along with the subsequent transaction processing to occur after implementation is complete is considered critical to the efficient operations of the DHSS. The system is a high availability system, and it is anticipated that the most critical and severe outages will prompt an immediate response from the contractor to restore the system. Such a critical outage is not expected to continue for an extended period. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the requirements and delivery schedule, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.

3.7.2 Liquidated damages shall not be assessed if the contractor’s delay or failure to timely perform its obligations is caused by factors beyond the reasonable control and without any material error or negligence of the contractor or its subcontractors.

3.7.3 For the amount of damages, the state shall have rights to reduce the amount of payment due herein to the contractor or require direct payment therefore from the contractor to the state. The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.

3.7.4 Project Workplan Milestones: The eWIC Project Workplan shall be completed and made official within fourteen (14) days after the Project Kickoff Meeting, per section 2.5.5, which will provide a clear and concise document of the project milestones. The State of Missouri shall assess liquidated damages at the rate of $2,500 per business day for each milestones stated in the Project Workplan that is delayed more than ten (10) business days.

3.7.5 Transaction Processing Platform Uptime Availability: The contractor shall maintain transaction processing platform uptime availability ninety-nine and nine tenths percent (99.9%) measured on a monthly basis. This performance standard is based on the transaction processing platform running twenty-four (24) hours per day, seven (7) days per week, and three-hundred sixty-five (365) days a year. The transaction processing platform uptime availability is the percentage of time during which the system is processing all POS transactions as stated herein, including scheduled system maintenance where the contractor has provided prior notification to the State in accordance with the requirements herein, but not including unscheduled system downtime. Unscheduled system downtime is the time during which the POS transactions are not processed. Any portion of a minute of system downtime shall be calculated as a full minute of system downtime. In any month where the contractor does not meet this 99.9% performance standard, the state shall assess liquidated damages pursuant to the following table.

<table>
<thead>
<tr>
<th>Transaction Processing Platform Uptime Availability Achieved</th>
<th>Liquidated Damages due per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Above 99.7% and less than 99.9%</td>
<td>$1,000</td>
</tr>
<tr>
<td>Above 99.5% up to 99.7%</td>
<td>$2,500</td>
</tr>
<tr>
<td>Above 99.3% up to 99.5%</td>
<td>$5,000</td>
</tr>
<tr>
<td>Above 99% up to 99.3%</td>
<td>$7,500</td>
</tr>
<tr>
<td>98.0% up to 99.0%</td>
<td>$10,000</td>
</tr>
<tr>
<td>Less than 98%</td>
<td>$30,000</td>
</tr>
</tbody>
</table>
3.7.6 **Transaction Processing Accuracy**: The contractor shall maintain an accuracy standard of no more than two (2) transaction processing errors per ten thousand (10,000) completed POS transactions. A transaction processing error is a transaction that requires an adjustment due to a system error. The State shall assess liquidated damages pursuant to the following table for each day the contractor fails to meet this performance standard.

<table>
<thead>
<tr>
<th>Transaction Processing Accuracy</th>
<th>Liquidated Damages due per Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Over 0.02% up to 0.06% errors</td>
<td>$500</td>
</tr>
<tr>
<td>Over 0.06% up to 0.16% errors</td>
<td>$1,000</td>
</tr>
<tr>
<td>Over 0.16% up to 0.32% errors</td>
<td>$2,000</td>
</tr>
<tr>
<td>Over 0.32% errors</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

3.7.7 The contractor shall also agree and understand that such liquidated damages shall either be deducted from the contractor’s invoices pursuant to the contract or paid by the contractor as a direct payment to the state agency at the sole discretion of the state agency.

3.7.8 The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the State of Missouri and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.

3.8 **Insurance**: 

3.8.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract.

a. Therefore, the contractor must have and maintain insurance in compliance with the following:

1) **Liability Insurance** – The contractor must have 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 loss, damage, and/or expense related to his/her performance under the contract. The insurance coverage shall include, but shall not necessarily be limited to, general liability, professional liability, etc.

   a. The limits of liability for all types of liability coverage shall not be less than $2,000,000.00 per occurrence.

   b. The general and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured.

   c. Self-insurance coverage or another alternate risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.

2) **Crime Insurance** - The contractor must have and maintain crime insurance in the minimum amount of $3,000,000.00 (three million dollars) that shall cover any loss caused to the state agency through any fraudulent or dishonest act or acts committed by the contractor or any of the contractor’s personnel, acting alone or in collusion with others by virtue of the person’s position or employment during the contract period. The insurance must name the State of Missouri as a loss payee. A Dishonesty Bond may be utilized in lieu of Crime Insurance provided the State of Missouri is named as a loss payee.
3) The contractor shall provide written evidence of the insurance to the state agency prior to the first rebate funds deposit. The evidence of insurance shall include, but shall not necessarily be limited to: effective dates of coverage, limits of liability, insurer’s name, policy number, endorsement for the general and other non-professional liability insurance naming the State of Missouri as an additional insured and for the crime insurance/Dishonesty Bond, naming the State of Missouri as a loss payee, endorsement by representatives of the insurance company, etc. The contract number must be identified on the evidence of insurance coverage.

b. In the event any insurance coverage is canceled, the state agency must be notified within thirty (30) calendar days.

3.9 Contract Monitoring:

3.9.1 The state agency reserves the right to monitor the contract throughout the effective period of the contract to ensure financial and contractual compliance. If the state agency determines the contractor to be at high-risk for non-compliance, the state agency shall have the right to impose special conditions or restrictions. Written notification will be provided to the contractor of the determination of high-risk and of any special conditions or restrictions to be imposed.

3.9.2 If the department deems a contractor to be high-risk, the department may impose special conditions or restrictions on the contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the contractor to obtain technical or management assistance; or establishing additional prior approvals from the department. The department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The department will provide written notification to the contractor prior to the effective date of the high-risk status.

a. Withholding authority to proceed to the next phase of the project until the state agency receives evidence of acceptable performance within a given contract period;

b. Requiring additional, more detailed financial reports or other documentation;

c. Additional contract monitoring;

d. Requiring the contractor to obtain technical or management assistance; and/or

e. Establishing additional prior approvals from the state agency.

3.10 Invoicing and Payment Requirements:

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

a. The contractor shall invoice for the eWIC processing services and eWIC Card Management, in the event the state agency elects to utilize this service, on a separate invoice from implementation.
b. All other invoiced services shall be identified and broken down into categories for each line item within each Table in accordance with the contractor’s response on the Pricing page (Exhibit A).

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

a. A copy of Vendor Input/ACH-EFT Application and completion instructions may be obtained from the Internet at: https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx.

b. The contractor must fax the Vendor Input/ACH-EFT Application to: Office of Administration, Division of Accounting at 573-526-9813.

3.10.3 The State of Missouri may hold back 10% of the amount of each deliverable identified herein until completion and acceptance of the final implementation by the state. The State of Missouri shall not be subject to any late payment penalties, interest, or any other additional changes.

3.10.4 The contractor shall submit invoices monthly. Invoices shall be due by the fifteenth (15th) day of the month following the month in which the contractor provided services under the contract. The contractor shall perform the services prior to invoicing the state agency.

3.10.5 The state agency will pay the contractor monthly upon the receipt and approval of invoices and report(s) prepared according to the terms of this contract.

3.10.6 The contractor shall submit invoices and reports to:

    Missouri Department of Health and Senior Services  
    Bureau of WIC and Nutrition Services  
    P.O. Box 570  
    Jefferson City, MO 65102-0570  
    Email: WICOperations@health.mo.gov

3.10.7 The contractor shall submit the final invoice within fifteen (15) calendar days after the contract ending date. The state agency shall have no obligation to pay any invoice submitted after the due date.

3.10.8 If the state agency denies a request by the contractor for payment or reimbursement, the state agency will provide the contractor with written notice of the reason(s) for denial.

3.10.9 The contractor agrees that any audit exception noted by governmental auditors shall not be paid by the state agency and shall be the sole responsibility of the contractor. However, the contractor shall have the right to contest any such exception by any legal procedure the contractor deems appropriate. The state agency will pay the contractor all amounts which the contractor may ultimately be held entitled to receive as a result of any such legal action.

3.10.10 Notwithstanding any other payment provision of this contract, if the contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States government, the state agency may withhold payment or reject invoices under this contract.
3.10.11 If the contractor receives an overpayment by the state agency, the contractor shall issue a check made payable to “DHSS-DA-Fee Receipts” and mail the check to:

Missouri Department of Health and Senior Services  
Division of Administration, Fee Receipts  
P.O. Box 570  
920 Wildwood Drive  
Jefferson City, Missouri 65102-0570

3.10.12 If the state agency used a federal grant to pay the contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx. The CFDA name is available at https://www.cfda.gov/?s=program&mode=list&tab=list.

3.10.13 Unless otherwise stated in this contract, the contractor shall use the below information for any correspondence regarding this contract:

Program Name: Women, Infants, and Children Nutritional Services  
Address: 930 Wildwood Drive, Jefferson City, MO 65109  
Phone: 573-751-6204  
Email: WICOOperations@health.mo.gov

3.10.14 The contractor shall follow competitive procurement practices.

3.10.15 Indirect costs:

a. Indirect costs are those associated with the management and oversight of any organization’s activities and are a result of all activities of the contractor. Indirect costs may include utilities, rent, administrative salaries, financial staff salaries, and building maintenance.

b. The contractor shall not bill the state agency for indirect costs that exceed the contractor’s federally negotiated rate or, if no rate exists, then the contractor shall use ten (10) percent of the modified total direct costs as defined in 2 CFR § 200.68.

1) Modified Total Direct Cost Method (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subawards and subcontracts up to the first $25,000 of each subaward or subcontract (regardless of the period of performance of the subawards and subcontracts under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward and subcontract in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

c. It is the contractor’s responsibility to correctly apply the indirect rate to the applicable direct costs claimed on each invoice.

d. In the event the contractor’s approved federally negotiated rate changes, the contractor shall submit the new negotiated agreement to the state agency at monitoring@health.mo.gov prior to submitting an invoice using the new rate.
3.10.16 The contractor shall invoice and be reimbursed for actual and reasonable travel and travel related expenses pursuant to the Contiguous US Per Diem Rates (CONUS) for all travel related to the first audit of every store and every lane to determine what hardware/software is in place, travel to the store to either perform a Level III certification, and/or upgrade hardware/software, and/or install a single function unit.

a. The contractor must have the prior written approval of the state agency for any such expenses. In addition, the contractor must have the prior approval of the state agency for any travel related expenses which may exceed the CONUS rates.

b. 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](http://www.gsa.gov).

c. The state agency will reimburse the contractor for transportation provided by personal vehicles (mileage) at either the current IRS rate for mileage reimbursement or the mileage reimbursement rate set by the contractor’s internal policy, whichever is lower.

3.11 Subcontractors:

3.11.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.

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 subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that

1) The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.

2) The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting the fact that the direct subcontractor’s employees are lawfully present in the United States.

3.11.2 The contractor shall notify all subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, other applicable federal rules and regulations, and funding source information as included herein.
3.12 Participation by Other Organizations:

3.12.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop, Service-Disabled Veteran Business Enterprise (SDVE), and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) participation levels committed to in the contractor’s awarded proposal.

a. The contractor shall prepare and submit to the Division of Purchasing a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops, SDVEs, and/or MBE/WBEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing.

b. The Division of Purchasing will monitor the contractor’s compliance in meeting the Organizations for the Blind/Sheltered Workshop and SDVE participation levels committed to in the contractor’s awarded proposal. The Division of Purchasing in conjunction with the Office of Equal Opportunity (OEO) will monitor the contractor’s compliance in meeting the MBE/WBE participation levels committed to in the contractor’s awarded proposal. If the contractor’s payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.

c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs or other organizations for the blind/sheltered workshops or other SDVEs to fulfill the participation requirements committed to in the contractor’s awarded proposal.

1) The contractor must obtain the written approval of the Division of Purchasing 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 detailing all efforts made to secure a replacement. The Division of Purchasing shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor’s participation commitment.

d. No later than thirty (30) days after the effective date of the first renewal period, the contractor must submit an affidavit to the Division of Purchasing. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing’s website at http://content.oa.mo.gov/sites/default/files/bswaffidavit.doc or another affidavit providing the same information.

3.13 Substitution of Personnel:

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

3.14 Authorized Personnel:

3.14.1 The contractor shall only employ 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.

3.14.2 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.

3.14.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

3.14.4 If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor’s business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:

a. Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

b. Provide to the Division of Purchasing the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company’s/individual’s enrollment and participation in the E-Verify federal work authorization program; AND

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

3.14.5 In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

3.14.6 The contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.

3.15 Contractor Status:

3.15.1 The contractor is an independent contractor and shall not represent the contractor or the contractor’s employees to be employees of the State of Missouri or an agency of the State of Missouri. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers
compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the contractor’s subcontractors, employees and agents. The contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

3.16 Coordination:

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

3.17 Property of State:

3.17.1 The contractor shall agree and understand that all documents, data, reports, supplies, 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.

b. The contractor shall further agree that no reports, documentation, or material prepared, including the program(s) developed as required by the contract, shall be used or marketed by the contractor or released to the public without the prior written consent of the state agency.

3.18 Confidentiality:

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

3.18.2 If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

3.18.3 The contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.82. The contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the contractor and/or the contractor’s subcontractors and employees.

a. The contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the state agency or that the contractor creates as a result of contract activities. Unless disclosure is required by law, the contractor shall not disclose the contents of such records to anyone other than the state agency, the patient/client, or the patient’s/client’s parent or legal
guardian. The contractor agrees it will assume liability for all disclosures of confidential information and breaches by the contractor and/or the contractor’s subcontractors and employees. The contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo.

3.19 Publicity:

3.19.1 If the contractor issues any press releases mentioning contract activities, the contractor shall reference in the release both the contract number and the state agency. If the contractor creates any publications, including audiovisual items, produced with contract funds, the contractor shall give credit to both the contract and the state agency in the publication. The contractor shall obtain approval from the state agency prior to the release of such press releases or publications.

3.20 Performance Security Deposit:

3.20.1 The contractor must furnish a performance security deposit in the form of an original bond issued by a surety company authorized to do business in the State of Missouri (no copy or facsimile is acceptable), check, cash, bank draft, or irrevocable letter of credit to the Office of Administration, Division of Purchasing within thirty (30) days after authorization to proceed with services and prior to performance of service under the contract or any installation of equipment.

a. The performance security deposit must be made payable to the State of Missouri in the amount of $100,000.00.

b. The contract number and contract period must be specified on the performance security deposit.

c. In the event the Division of Purchasing exercises an option to renew the contract for an additional period, the contractor shall maintain the validity and enforcement of the security deposit for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of contract renewal, not to exceed the total contract price for the option period.

3.21 Inventions, Patents, and Copyrights:

3.21.1 If any copyrighted material is developed as a result of the contract, the state agency shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the material for state agency purposes or the purpose of the State of Missouri.

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

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

3.22 Federal Funds Requirements:

3.22.1 The state agency has determined this contract is subrecipient in nature as defined in 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the contractor shall comply with the requirements herein.

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

a. The percentage of the total costs of the program or project which will be financed with Federal funds;

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.

3.23 Certifications and Special Provisions:

3.23.1 General: To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the contractor’s authorized representative on the contract signature page indicates compliance with the following Certifications and special provisions.

3.23.2 Contractor’s Certification Regarding Suspension And Debarment: The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.

a. The contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.

b. If the contractor enters into a covered transaction with another person at the next lower tier, the contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:

1) Checking the Excluded Parties List System (EPLS); or

2) Collecting a certification from that person; or

3) Adding a clause or condition to the covered transaction with that person.
3.23.3 Contractor’s Certification Regarding Lobbying: The contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

a. The contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State or local legislature or legislative body. The contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

b. The contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the contractor, or an agent acting for the contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.

c. The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

d. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying” in accordance with its instructions.

e. The contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

f. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3.23.4 Contractor’s Certification Regarding A Drug Free Workplace: The contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The contractor is required to report any conviction of employees under a criminal drug statute for violations occurring on the contractor’s premises or off the contractor’s premises while conducting official business. The contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services
Division of Administration, Grants Accounting Unit
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570
3.23.5 Contractor’s Certification Regarding Environmental Tobacco Smoke: The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children’s services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children’s services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

a. The contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

b. The contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children’s services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to $1,000 per day.

3.23.6 Contractor’s Certification Regarding Non-Discrimination: The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:

a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d et seq.) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;


c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;


e. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;


g. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;

h. Missouri Governor’s E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);

i. Missouri Governor’s E.O. #10-24; and
j. The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

3.23.7 Contractor’s Certification Regarding Employee Whistleblower Protections: The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for “whistleblowing”. In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

a. The contractor’s employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.

b. The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

3.23.8 Clean Air Act and Water Pollution Control Act: The contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).

3.23.9 Clean Water Act: Compliance with all applicable standards, orders, or requirements issued under section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

3.23.10 Royalty Free Rights to use Software or Documentation Developed: The contractor shall comply with all applicable standards, order or regulations issued under the 2 Code of Federal Regulations 200.315 Intangible property.

3.24 Subrecipient Special Conditions:

3.24.1 The contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the contractor through this contract. The contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. See the Federal Agency’s Notice of Grant Award at http://health.mo.gov/contractorresources/nga for the terms and conditions of the federal award(s) governing this contract. Refer to the Contract Funding Source(s) report enclosed with the contract for a listing of the applicable federal award numbers.

3.24.2 In performing its responsibilities under this contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200, as applicable, including any subsequent amendments.

3.24.3 The contractor shall send audit reports, other than their Single Audit Report, to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year. If a Single Audit is required, the contractor must submit the Single Audit Report according to 2 CFR § 200.512. The contractor shall return to the Department any funds disallowed in an audit of this contract.

3.24.5 The contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under the federal award or this contract. The contractor shall return to the Department any funds disallowed within six (6) months of notification by the Department to return such funds.

3.24.6 The contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.338 Remedies for Noncompliance.

3.24.7 The contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR § 175.25. The subrecipient and subrecipients’ employees may not:

a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

b. Procure a commercial sex act during the period of time that the award is in effect; or

c. Use forced labor in the performance of the award or subawards under the award.

d. The contractor must include the requirements of this paragraph in any subaward made to a private entity.

3.24.8 The contractor shall comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.

3.24.9 A contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act (P.L. 94-580). The requirements of Section 6002 relate solely to procuring items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247.

3.24.10 The contractor shall provide its Data Universal Numbering System (DUNS) number to the Department. If the contractor is an exempt individual as per 2 CFR § 25.110(b), the contractor shall notify the Department of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its DUNS number. The Department shall withhold the award of this contract until the contractor submits the DUNS number to the Department and the Department has verified the DUNS.

3.24.11 Equipment: Title to equipment purchased by the contractor for the purposes of fulfilling contract services vests in the contractor upon acquisition, subject to the conditions that apply as set forth in 2 CFR § 200.313. The contractor must obtain written approval from the Department prior to purchasing equipment with a cost greater than $1,000. The repair and maintenance of purchased equipment will be the responsibility of the contractor. Upon satisfactory completion of the contract, if the current fair market value (FMV) of the equipment purchased by the contractor is less than $5,000, the contractor has no further obligation to the Department. The contractor may sell or retain items it purchased with a current FMV greater than $5,000, but the contractor may be required to reimburse the Department for costs up to the current value of the equipment.

a. Equipment purchased by the Department and placed in the custody of the contractor shall remain the property of the Department. The contractor must ensure these items are safeguarded and maintained appropriately, and return such equipment to the Department at the end of the program.
**********END OF PART THREE: GENERAL CONTRACTUAL REQUIREMENTS**********
4. PROPOSAL SUBMISSION, EVALUATION, AND AWARD INFORMATION

This section of the RFP includes information and instructions to the vendor that are integral to vendors offering a proposal. The contents of this section are informational and instructional. Many of the instructional provisions require certain actions by the vendor in offering a proposal.

4.1 Introduction:

4.1.1 When a vendor submits a proposal, it will be considered as the vendor’s complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the vendor has identified as necessary to successfully complete the obligations outlined in this RFP. The vendor’s plan should demonstrate an understanding of and the ability to meet and perform all contractual requirements listed in this request, including all contractual services.

4.1.2 This section describes the contents and format designed to ensure completeness in the vendor's proposal. The intent of the instructions contained herein is to standardize the proposals to allow comparisons and enable equitable measurements for competitive review for awarding to the lowest and best responsive vendor with a proposal that is the most advantageous to the state.

4.1.3 The instructions contained herein are not an attempt to limit the contents of any proposal and the vendor may include any additional data and information which is deemed pertinent to the proposal for this RFP. The proposal should describe in detail the vendor’s ability and availability of services to meet the goals and objectives of this RFP.

4.2 Proposal Submission Instructions:

4.2.1 On-line Proposal - If a registered vendor is responding electronically through the MissouriBUYS System website, in addition to completing the on-line pricing, the registered vendor should submit completed exhibits, forms, and other information concerning the proposal as an attachment to the electronic proposal. The registered vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing. Instructions on how a registered vendor responds to a bid on-line are available on the MissouriBUYS System website at: https://missouribuys.mo.gov/bidboard.html.

   a. The exhibits, forms, and Pricing Page(s) provided herein can be saved into a word processing document, completed by a registered vendor, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Additional instructions for submitting electronic attachments are on the MissouriBUYS System website. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any electronic attachments.

   b. In addition, a registered vendor may submit the exhibits, forms, Pricing Page(s), etc., through mail or courier service. However, any such submission must be received prior to the specified end date and time.

   c. If a registered vendor submits an electronic and hard copy proposal response and if such responses are not identical, the vendor should explain which response is valid. In the absence of an explanation, the State of Missouri shall consider the response which serves its best interest.

4.2.2 Hard Copy Proposal - If the vendor is submitting a proposal via the mail or a courier service or is hand delivering the proposal, the vendor should include completed exhibits, forms, and other information concerning the proposal (including completed Pricing Page(s) with the proposal. The vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.
a. The proposal should be page numbered and the signed page one from the original RFP and all signed addendums should be placed at the beginning of the proposal.

b. Proposal Copies: The vendor's proposal should include an original hardcopy document, plus seven (7) paper copies for a total of eight (8) documents. In addition, the vendor shall include seven (7) complete electronic copies of their proposal in a searchable Microsoft compatible format or in .pdf on CD(s) or flash drive(s).

1) The vendor should ensure all copies and all media are identical to the vendor’s original hardcopy proposal. In case of a discrepancy, the original hardcopy proposal document shall govern.

2) The front cover of the original hardcopy proposal should be labeled “original” and the front cover of all copies should be labeled “copy.”

c. 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 vendor is requested to print the proposal double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy proposals may be submitted in a notebook or binder.

4.2.3 Proposal Preparation Costs: Any and all costs incurred by the vendor in preparing or submitting a proposal shall be the vendor’s sole responsibility whether or not any award results from this RFP. The state shall not reimburse such costs.

4.2.4 Conciseness/Completeness of Proposal: It is highly desirable that the vendor respond in a complete, but concise manner. It is the vendor's sole responsibility to submit information in their proposals as it relates to the evaluation categories to allow the state to conduct a complete and efficient evaluation. The State of Missouri is under no obligation to solicit such information if it is not included in the vendor's response. The vendor's failure to submit such information may cause an adverse impact on the evaluation of their proposal. Information not relevant to the requirements herein or the vendor’s proposed solution should be excluded from the vendor’s proposal.

4.2.5 Confidentiality and Proprietary Materials:

a. Pursuant to section 610.021 RSMo, proposals and related documents shall not be available for public review until a contract has been awarded or all proposals are rejected.

b. The Division of Purchasing is a governmental body under Missouri Sunshine Law (Chapter 610 RSMo). Section 610.011 RSMo requires that all provisions be “liberally construed and their exceptions strictly construed” to promote the public policy that records are open unless otherwise provided by law. Regardless of any claim by a vendor as to material being proprietary and not subject to copying or distribution, or how a vendor characterizes any information provided in its proposal, all material submitted by the vendor in conjunction with the RFP is subject to release after the award of a contract in relation to a request for public records under the Missouri Sunshine Law (see Chapter 610 RSMo). Only information expressly permitted to be closed pursuant to the strictly construed provisions of Missouri’s Sunshine Law will be treated as a closed record by the Division of Purchasing and withheld from any public request submitted to Division of Purchasing after award. Vendors should presume information provided to Division of Purchasing in a proposal will be public following the award of the contract or after rejection of all proposals and made available upon request in accordance with the provisions of state law.
c. In no event will the following be considered confidential or exempt from the Missouri Sunshine Law; however, this is not meant to be an all-inclusive list:

1) Vendor’s entire proposal;
2) Vendor’s pricing;
3) Vendor’s proposed method of performance including schedule of events and/or deliverables;
4) Vendor’s experience information including customer lists or references; and
5) Vendor’s product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest (see subsection 15 of section 610.021 RSMo).

d. In the event that the vendor does submit information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such parts of their proposal must be separated and clearly marked as confidential within the vendor’s proposal along with an explanation of what qualifies the material to be held as confidential pursuant to the provisions of section 610.021 RSMo. The vendor’s failure to follow this instruction shall relieve the state of any obligation to preserve the confidentiality of the documents.

e. The vendor’s sole remedy for the state’s denial of any confidentiality request shall be limited to withdrawal and return of their proposal at the vendor’s expense.

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

4.2.7 Compliance with Requirements, Terms and Conditions: Vendors are cautioned that the State of Missouri shall not award a non-compliant proposal. Consequently, any vendor indicating non-compliance or providing a response in conflict with mandatory requirements, terms, conditions or provisions of the RFP shall be eliminated from further consideration for award unless the state exercises its sole option to competitively negotiate the respective proposal(s) and the vendor resolves the noncompliant issue(s).

a. The vendor is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain terms and conditions which conflict with those of the RFP and its contractual requirements.

b. In order to ensure compliance with the RFP, the vendor should indicate agreement that, in the event of conflict between any of the vendor's response and the RFP requirements, terms and conditions, the RFP shall govern. Taking exception to the state's terms and conditions may render a vendor's proposal unacceptable and remove it from consideration for award.
4.2.8 Foreign Vendors: If the vendor is a foreign company that does not have an Employer Identification Number assigned by the United States IRS, the vendor will need to: (1) complete the appropriate IRS W-8 form (found on the http://www.irs.gov/ website); (2) complete a State of Missouri Vendor Input Form located at http://content.oa.mo.gov/accounting; and (3) fax these documents along with a cover letter that states it wishes to register on the State of Missouri On-Line Bidding/Vendor Registration System website to the fax number listed in the Vendor Input Form instructions. The cover letter must include the e-mail address of the individual submitting the documentation. The documentation must be processed by the State of Missouri prior to conducting business with the state. Once the information has been processed, the vendor will be provided, via e-mail, a number that may be used to register as a State of Missouri vendor through the On-Line Bidding/Vendor Registration System website (https://missouribuys.mo.gov/).

a. If the vendor is a foreign company that has an Employer Identification Number assigned by the IRS, completing an IRS W-8 form will not be necessary, and the vendor may register as a vendor with the State of Missouri through the On-Line Bidding/Vendor Registration System website by using the Employer Identification Number assigned to the company by the IRS.

b. When submitting a bid/proposal, the vendor should attach a note to the front page advising the Division of Purchasing whether it has: (1) submitted a W-8 prior to submission of the proposal, (2) included the completed W-8 form with its bid/proposal, or (3) registered with the State of Missouri through the On-Line Bidding/Vendor Registration System website using its Employer Identification Number.

4.2.9 Business Compliance: The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any addendum signature page(s) that the vendor 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 vendor shall provide documentation of compliance upon request by the Division of Purchasing. The compliance to conduct business in the state shall include but may not 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); and

f. Insurance (e.g., unemployment insurance/workers’ compensation).

4.3 Proposal Format:

4.3.1 To facilitate the evaluation process, the vendor is encouraged to organize their proposal into sections that correspond with the individual evaluation categories described herein. The vendor is cautioned that it is the vendor’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 vendor’s failure to submit such information may cause an adverse impact on the evaluation of the proposal.

a. The proposal should be page numbered and should have an index and/or table of contents referencing the appropriate page number(s).
b. The signed page one from the original RFP and all signed addendums should be placed at the beginning of the proposal.

c. Each section should be titled with each individual evaluation category and all material related to that category should be included therein.

4.3.2 All proposals should be structured as a set of documents as described below and within Table 1: Proposal Format.

a. Electronic Proposal Format: The electronic copies should be named and organized using the document file names identified in Table 1. (NOTE: The ‘Vendor Name’ reference in the File Name in Table 1 should be replaced with your company name or acronym as appropriate.)

b. Hardcopy Proposal Format: Each hardcopy proposal should be organized in an indexed binder ordered in the same manner as the response items identified in Table 1.

<table>
<thead>
<tr>
<th>Hardcopy (Paper) Proposal Section</th>
<th>Electronic Copy (CD or flash drive) Proposal Submission (Document File Naming)</th>
<th>RFP Paragraph/Reference</th>
<th>Document Format of Electronic Copy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tab 1</td>
<td>Vendor Name – Signed RFP</td>
<td>4.3.3</td>
<td>Narrative Response (Microsoft Word .doc or Adobe Acrobat .pdf)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Exhibit A - Pricing Pages</td>
</tr>
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<td></td>
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<td>Exhibit A: Pricing Pages</td>
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<tr>
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<td>(Microsoft Word .doc or Adobe Acrobat .pdf)</td>
</tr>
<tr>
<td>Tab 2</td>
<td>Vendor Name – Cost Proposal</td>
<td>4.3.4</td>
<td>Exhibit B, Narrative Response</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(Microsoft Word .doc or Adobe Acrobat .pdf)</td>
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<tr>
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<td></td>
<td></td>
<td>Exhibit B – Experience of Organization</td>
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<td></td>
<td></td>
<td>Exhibit B, Narrative Response</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>(Microsoft Word .doc or Adobe Acrobat .pdf)</td>
</tr>
<tr>
<td>Tab 3</td>
<td>Vendor Name – Company Experience</td>
<td>4.3.5</td>
<td>Exhibit C, Narrative Response</td>
</tr>
<tr>
<td></td>
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<td>(Microsoft Word or Adobe Acrobat .pdf)</td>
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<tr>
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<td></td>
<td>Exhibit C - Method of Performance</td>
</tr>
<tr>
<td>Tab 4</td>
<td>Vendor Name – References</td>
<td>4.3.6</td>
<td>Exhibit B, Narrative Response</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(Microsoft Word .doc or Adobe Acrobat .pdf)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Exhibit C – Method of Performance</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Exhibit C, Narrative Response</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>(Microsoft Word or Adobe Acrobat .pdf)</td>
</tr>
<tr>
<td>Tab 5</td>
<td>Vendor Name – Method of Performance</td>
<td>4.3.7</td>
<td>Exhibit D, Participation Commitment</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(Microsoft Word .doc or Adobe Acrobat .pdf)</td>
</tr>
<tr>
<td>Tab 6</td>
<td>Vendor Name – Personnel</td>
<td>4.3.8</td>
<td>Exhibit D - Participation From Other Organizations</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>Narrative Response &amp; Exhibit C: Resume Format</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(Microsoft Word .doc or Adobe Acrobat .pdf)</td>
</tr>
<tr>
<td>Tab 7</td>
<td>Vendor Name–MBEWBE_BS_SDVE</td>
<td>4.3.9</td>
<td>Exhibit E: Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Exhibit D: Participation Commitment</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(Microsoft Word .doc or Adobe Acrobat .pdf)</td>
</tr>
<tr>
<td>Tab 8</td>
<td>Vendor Name–E-Verify</td>
<td>4.3.10</td>
<td>Exhibit E, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(Microsoft Word .doc or Adobe Acrobat .pdf)</td>
</tr>
</tbody>
</table>
4.3.3 Tab 1/Signed RFP:

a. The Signed RFP section must minimally include a signed copy of the first page of the RFP Addendum Cover Page for the last RFP addendum issued, or the original RFP Cover Page if no addendums are issued, containing the following:

1) Vendor’s name;
2) Physical and mailing address;
3) The name, email address and telephone number of the primary contact for the individual authorized to make representation on behalf of the vendor; and
4) Signature of person(s) authorized to legally bind the vendor.

b. The Signed RFP section should include a table of contents identifying the sections of the vendor’s proposal.

c. The Signed RFP section should also include a transmittal letter that includes the following:

1) The names, titles, addresses, email addresses and telephone numbers of the primary contact and other individuals authorized to make representations on behalf of the vendor;
2) A statement that the person signing the transmittal letter is authorized to legally bind the vendor;
3) A statement that the proposal will remain in effect until a contract has been finalized and a purchase order has been issued by the state to the awarded vendor; and
4) A brief statement of the vendor’s understanding of the work to be done and a summary of its proposal.

4.3.4 Tab 2/Cost Proposal:

a. The vendor must complete and submit as part of its proposal the appropriate Pricing Pages located in Exhibit A of this RFP. Detailed instructions for completing the Pricing Pages are included in Exhibit A: Pricing Pages. The vendor’s Cost Proposal will be evaluated pursuant to the requirements outlined in Section 4.6 of the RFP.
4.3.5 Tab 3/Company Experience:
   a. The vendor should provide information to indicate it has the experience to provide the services requested in the RFP. The vendor should see RFP section 4.7 and Exhibit B for complete instructions for this area.

4.3.6 Tab 4/References:
   a. The vendor should provide client references for projects performed that demonstrate the vendor’s ability to provide the products and services requested in the RFP. The vendor should see RFP section 4.7 and Exhibit B for complete instructions for this area.

4.3.7 Tab 5/Method of Performance:
   a. The vendor should provide a detailed response stating how their proposal meets or exceeds the requirements outlined in Part Two (Scope of Work) of this RFP and address the questions identified in Exhibit C. The vendor should see RFP section 4.8 and Exhibit C for complete instructions for this area.

4.3.8 Tab 6/Personnel:
   a. The vendor should provide resumes for all key personnel proposed to perform the requirements of the RFP. The vendor should see Exhibit C for complete instructions for this area.

4.3.9 Tab 7/MBEWBE_BS_SDVE:
   a. The vendor should complete the participation commitment forms provided in Exhibit D associated with all proposed MBE/WBE, Blind/Sheltered Workshop, and SDVE participation. The vendor should see RFP sections 4.9 and 4.10 and Exhibit D for complete instructions for this area.

4.3.10 Tab 8/E-Verify:
   a. The vendor should complete the Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization provided in Exhibit E. The vendor should see RFP section 4.11 and Exhibit E for complete instructions for this area.

4.3.11 Tab 9/Debarment Certification:
   a. The vendor should complete the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions provided in Exhibit F. The vendor should see RFP paragraph 4.12 and Exhibit F for complete instructions for this area.

4.3.12 Tab 10/Misc.:
   a. The vendor must disclose if any products/services proposed under this RFP are manufactured or performed at sites outside of the United States. The vendor should provide this information in Exhibit G. The vendor should see RFP section 4.13 and Exhibit G for complete instructions for this area.

4.3.13 Tab 11/Additional Information:
   a. The vendor should provide any additional information that has not already been addressed in response to RFP paragraph 4.3.3 through 4.3.12 above.
4.4  eWIC Pricing Options and Award Determination:

4.4.1  The State of Missouri is seeking proposals for eWIC implementation and processing that include at least one of the following two pricing options:

a.  Option 1: eWIC Implementation, Processing, and Card Management; and/or  
b.  Option 2: eWIC Implementation and Processing.

4.4.2  The vendor may propose Option 1, or Option 2, or both Options 1 and 2.

4.4.3  The State of Missouri will evaluate each of the pricing models identified herein separately. It shall be the sole right of the State of Missouri to award the lowest and best proposal for the pricing model structure which best meets the needs of the State of Missouri. The award shall be made to the lowest and best proposal for either Option 1 or Option 2 that is determined to be in the state’s best interest.

4.5  Evaluation and Award Process:

4.5.1  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. The contract shall be awarded to the lowest and best proposal for either Option 1 or Option 2 pursuant to the process outlined herein.

<table>
<thead>
<tr>
<th>Option 1: Evaluation Criteria Scoring Category</th>
<th>Maximum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost Implementation, Processing, &amp; Card Management Costs (A.1)</td>
<td>85</td>
</tr>
<tr>
<td>PAQ Costs (A.3)</td>
<td></td>
</tr>
<tr>
<td>Experience of Organization</td>
<td>25</td>
</tr>
<tr>
<td>Method of Performance and Expertise of Personnel</td>
<td>75</td>
</tr>
<tr>
<td>MBE/WBE Participation</td>
<td>10</td>
</tr>
<tr>
<td>TOTAL</td>
<td>200</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Option 2: Evaluation Criteria Scoring Category</th>
<th>Maximum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost Implementation &amp; Processing Costs (A.2)</td>
<td>85</td>
</tr>
<tr>
<td>PAQ Costs (A.3)</td>
<td></td>
</tr>
<tr>
<td>Experience of Organization</td>
<td>25</td>
</tr>
<tr>
<td>Method of Performance and Expertise of Personnel</td>
<td>75</td>
</tr>
<tr>
<td>MBE/WBE Participation</td>
<td>10</td>
</tr>
<tr>
<td>TOTAL</td>
<td>200</td>
</tr>
</tbody>
</table>

4.5.2  The vendor is advised that an evaluation committee and other subject-matter experts will be used to review and assess the proposals for responsiveness to mandatory requirements of the RFP and in accordance with the subjective evaluation criteria stated in the RFP. The ethical standards of 1 Code of State Regulation (CSR) 40-1.050(7)(O) will apply to evaluators. Vendors can be sanctioned for unauthorized contact with any evaluator under 1 CSR 40-1.060(8)(G) and (H) available at [http://www.sos.mo.gov/adrules/csr/csr.asp](http://www.sos.mo.gov/adrules/csr/csr.asp).
4.5.3 After an initial screening process, a question and answer conference or interview may be conducted with the vendor, if deemed necessary by the Division of Purchasing. In addition, the vendor may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the vendor's expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing.

4.5.4 Competitive Negotiation of Proposals: The vendor is advised that under the provisions of this RFP, the Division of Purchasing reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

a. Negotiations may be conducted in person, in writing, or by telephone.

b. Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All vendors involved in the negotiation process will be invited to submit a BAFO.

c. Terms, conditions, prices, methodology, or other features of the vendor’s proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the vendor may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

d. The mandatory requirements of the RFP shall not be negotiable and shall remain unchanged unless the Division of Purchasing determines that a change in such requirements is in the best interest of the State of Missouri

4.6 Evaluation of Cost:

4.6.1 The vendor must respond to Exhibit A, Pricing Pages with firm, fixed pricing for all applicable costs necessary to satisfy the mandatory requirements of the RFP and the vendor’s proposed solution. The vendor may propose Option 1: eWIC Implementation, Processing, and Card Management, or Option 2: eWIC Implementation and Processing, or both Options 1 and 2. All prices quoted shall be firm, fixed for the original contract period. Unless stated in Exhibit A, the state shall assume absolutely no other costs exist to satisfy the RFP’s requirements and the vendor’s proposed solution. Therefore, the successful vendor shall be responsible for any additional costs.

a. The State of Missouri shall conduct two (2) separate objective cost evaluations for the following pricing models:

1) Option 1: eWIC Implementation, Processing, and Card Management
2) Option 2: eWIC Implementation and Processing.

4.6.2 **Option 1: eWIC Implementation, Processing, and Card Management Cost Evaluation:** The cost evaluation shall be based on the pricing for mandatory requirements provided by the vendor in response to Exhibit A.1 (Implementation, Processing, and Card Management) and A.3 (Project Assessment Quotations), including all required contract renewal periods. The vendor must respond to Exhibit A.1 and A.3, Pricing Pages, with firm, fixed pricing for all applicable costs necessary to satisfy the mandatory requirements of the RFP and the vendor’s proposed solution.
a. A vendor responding to Option 1 must include firm, fixed pricing for A.1 and A.3. The cost evaluation shall include the original contract period and all applicable renewal periods as identified herein. Each of the components identified in Exhibit A.1 (Implementation, Processing, and Card Management) shall be multiplied by the estimated quantities indicated per identified contract period. Table 1 pricing within Exhibit A.1 shall be evaluated at the identified estimated quantities for the original contract period only. Table 2 within Exhibit A.1 shall be evaluated for the original contract period and the first renewal period. Tables 3 and 4 within Exhibit A.1 are one-time implementation costs and shall be evaluated one time. Tables 5, 6 and 7 within Exhibit A.1 shall be evaluated at the identified estimated quantities for the original contract period and all renewal periods. All costs identified for Option 1 in Exhibit A.1 shall be included in the total price of the vendor’s solution.

b. The eWIC Implementation, Processing, and Card Management cost evaluation points shall be determined from the result of the calculation stated herein using the following formula:

<table>
<thead>
<tr>
<th>Lowest Responsive Vendor’s Price</th>
<th>85 maximum cost points</th>
<th>Cost evaluation points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compared Vendor’s Price</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

\[
\text{Cost evaluation points} = \frac{\text{Lowest Responsive Vendor’s Price} \times 85}{\text{Compared Vendor’s Price}}
\]

c. PAQ Pricing: The Option 1 cost evaluation of required pricing shall include the PAQ hourly rate(s) provided by the vendor in response to Exhibit A.3, PAQ Pricing. The cost evaluation for PAQ costs (5 points maximum) shall assume, for evaluation purposes only, 100 hours of PAQ work to be performed during the original contract period and each year of the renewal periods. If the vendor is providing multiple PAQ job classifications/per-hour rates as indicated on the PAQ costs sheet in PAQ pricing worksheet of Exhibit A.3 (Pricing Pages), then the rates shall be averaged to obtain a single rate to be used in the cost analysis. At the sole determination of the Division of Purchasing, any non-relevant/non-essential consultant classification(s) listed in Exhibit A.3 shall not be included in the average calculations. PAQ Pricing cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

<table>
<thead>
<tr>
<th>Lowest Responsive Vendor’s Price</th>
<th>5 maximum cost points</th>
<th>Cost evaluation points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compared Vendor’s Price</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

\[
\text{Cost evaluation points} = \frac{\text{Lowest Responsive Vendor’s Price} \times 5}{\text{Compared Vendor’s Price}}
\]

1) Vendors are advised that the identified 100 PAQ hours are an estimated quantity and used only for the cost calculation. The vendor shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect actual or anticipated usage.

d. The vendor’s Implementation, Processing, and Card Management cost points assigned pursuant to RFP shall be combined with the vendor’s PAQ cost points assigned pursuant to RFP to determine the vendor’s total cost points for Option 1.

4.6.3 **Option 2: eWIC Implementation and Processing Cost Evaluation:** The cost evaluation shall be based on the pricing for mandatory requirements provided by the vendor in response to Exhibit A.2 (Implementation and Processing) and A.3 (Project Assessment Quotations), including all required contract renewal periods. The vendor must respond to Exhibit A.2 and A.3, Pricing Pages, with firm, fixed pricing for all applicable costs necessary to satisfy the mandatory requirements of the RFP and the vendor’s proposed solution.
a. A vendor responding to Option 2 must include firm, fixed pricing for A.2 and A.3. The cost evaluation shall include the original contract period and all applicable renewal periods as identified herein. Each of the components identified in Exhibit A.2 (Implementation and Processing) shall be multiplied by the estimated quantities indicated per identified contract period. Table 1 pricing within Exhibit A.2 shall be evaluated at the identified estimated quantities for the original contract period only. Table 2 within Exhibit A.2 shall be evaluated for the original contract period and the first renewal period. Tables 3 and 4 within Exhibit A.2 are one-time implementation costs and shall be evaluated one time. Tables 5, 6 and 7 within Exhibit A.2 shall be evaluated at the identified estimated quantities for the original contract period and all renewal periods. All costs identified for Option 2 in Exhibit A.2 shall be included in the total price of the vendor’s solution.

b. Implementation and processing cost evaluation points shall be determined from the result of the calculation stated herein using the following formula:

<table>
<thead>
<tr>
<th>Lowest Responsive Vendor’s Price</th>
<th>X</th>
<th>85 maximum cost points</th>
<th>= Cost evaluation points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compared Vendor’s Price</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

c. PAQ Pricing: The Option 2 cost evaluation of required pricing shall include the PAQ hourly rate(s) provided by the vendor in response to Exhibit A.3, PAQ Pricing. The cost evaluation for PAQ costs (5 points maximum) shall assume, for evaluation purposes only, 100 hours of PAQ work to be performed during the original contract period and each year of the renewal periods. If the vendor is providing multiple PAQ job classifications/per-hour rates as indicated on the PAQ costs sheet in PAQ pricing worksheet of Exhibit A.3 (Pricing Pages), then the rates shall be averaged to obtain a single rate to be used in the cost analysis. At the sole determination of the Division of Purchasing, any non-relevant/non-essential consultant classification(s) listed in Exhibit A.3 shall not be included in the average calculations. PAQ Pricing cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

<table>
<thead>
<tr>
<th>Lowest Responsive Vendor’s Price</th>
<th>X</th>
<th>5 maximum cost points</th>
<th>= Cost evaluation points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compared Vendor’s Price</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1) Vendors are advised that the identified 100 PAQ hours are an estimated quantity and used only for the cost calculation. The vendor shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect actual or anticipated usage.

d. The vendor’s Implementation and Processing cost points assigned pursuant to RFP shall be combined with the vendor’s PAQ cost points assigned pursuant to RFP to determine the vendor’s total cost points for Option 2.

4.6.4 The vendor shall agree and understand the firm, fixed pricing stated in Exhibit A shall not be increased unless the state requests a corresponding increase in the scope of work under the contract, which shall only be allowable through a formal contract amendment mutually agreed to between the Division of Purchasing and the contractor. In other words, if the vendor underestimates the level of effort in terms of any resources, the contractor may not charge the state more than the firm, fixed pricing stated in Exhibit A unless the state later amends the contract to increase the scope of work. If the scope of work does not increase, the contractor shall complete all work agreed upon in the contract at the firm, fixed pricing stated in Exhibit A.
4.7 Evaluation of Experience of Organization:

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

   a. As part of the evaluation process, the State of Missouri may contact the vendor’s references, including references not listed or identified within the vendor’s proposal but who have current or previous experiences with the vendor.

   b. The vendor shall agree and understand that the State of Missouri is not obligated to contact the vendor’s references.

4.8 Evaluation of Method of Performance and Expertise of Personnel:

4.8.1 Information provided by the vendor in response to Exhibit C of this RFP, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation. Proposals will be subjectively evaluated based on the vendor’s plan for performing the requirements of the RFP. Therefore, the vendor should present information which demonstrates the method or manner in which the vendor proposes to satisfy these requirements and which confirms the vendor’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.

   a. Expertise of Personnel – The vendor should complete Exhibit C, or any other format, to describe the expertise and qualifications, including any applicable certifications, of the personnel proposed for each personnel classification. The vendor should provide previous work assignments of the proposed personnel that are similar to the work they will be responsible for under the subsequent contract.

4.9 Evaluation of Vendor’s Minority Business Enterprise (MBE)/ Women Business Enterprise (WBE) Participation:

4.9.1 In order for the Division of Purchasing to meet the provisions of Executive Order 05-30, the vendor 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 vendor themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.

   b. The services performed or the products provided by MBE/WBEs must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by MBE/WBEs is utilized, to any extent, in the vendor’s obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

   c. In order to be considered as meeting these targets, the MBE/WBEs must be “qualified” by the proposal opening date (date the proposal is due). (See below for a definition of a qualified MBE/WBE.)
4.9.2 The vendor’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: Vendors 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: Vendors 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: Vendors 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: Vendors failing to propose any commercially useful MBE/WBE participation shall be assigned a score of 0 in this evaluation category.

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

\[
\frac{\text{Vendor’s Proposed MBE} \times \text{MBE participation percentage}}{10} + \frac{\text{Vendor’s Proposed WBE} \times \text{WBE participation percentage}}{5} \times \text{State’s Target MBE participation percentage} = \text{Assigned MBE/WBE Participation points}
\]

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

a. Participation Commitment - If the vendor is proposing MBE/WBE participation, the vendor 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 vendor submitting the proposal is a qualified MBE and/or WBE, the vendor must include the vendor in the appropriate table on the Participation Commitment Form.

b. Documentation of Intent to Participate – The vendor must either provide a properly completed Exhibit D.2, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed or must provide a letter of intent signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide and (2) should include evidence that the MBE/WBE is qualified, as defined herein (i.e., the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri OEO). If the vendor submitting the proposal is a qualified MBE and/or WBE, the vendor is not required to complete Exhibit D, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

4.9.5 Commitment – If the vendor’s proposal is awarded, the percentage level of MBE/WBE participation committed to by the vendor on Exhibit D, Participation Commitment, shall be interpreted as a contractual requirement.
4.9.6 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 Equal Opportunity (OEO) by the proposal opening date.

b. MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.

c. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts, and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.

4.9.7 Resources - A listing of several resources that are available to assist vendors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at the website shown below or by contacting the Office of Equal Opportunity (OEO) at:

Office of Administration, Office of Equal Opportunity (OEO)
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://oeo.mo.gov

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

Organizations for the Blind and Sheltered Workshops

4.10.1 Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to vendors 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 (10) bonus points, the following conditions must be met and the following evidence must be provided:

1) The vendor must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of $5,000 or 2% of the total dollar value of the contract for purchases not exceeding $10 million.

2) The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the vendor’s obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
3) If the vendor is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the vendor must provide the following information with the proposal:

- Participation Commitment - The vendor must complete Exhibit D, Section D.1, Participation Commitment, by identifying the organization for the blind or sheltered workshop and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the vendor submitting the proposal is an organization for the blind or sheltered workshop, the vendor must be listed in the appropriate table on the Participation Commitment Form.

- Documentation of Intent to Participate – The vendor must either provide a properly completed Exhibit D, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

NOTE: If the vendor submitting the proposal is an organization for the blind or sheltered workshop, the vendor is not required to complete Exhibit D, Section D.2, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

b. A list of Missouri sheltered workshops can be found at the following Internet address:
   http://dese.mo.gov/se/sw/se-sw-directories.html

c. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following Internet addresses:
   http://www.lhbindustries.com
   http://www.alphapointe.org

d. Commitment – If the vendor’s proposal is awarded, the organization for the blind or sheltered workshop participation committed to by the vendor on Exhibit D, Section D.1, Participation Commitment, shall be interpreted as a contractual requirement.

Service-Disabled Veteran Business Enterprises (SDVEs)

4.10.2 Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Division of Purchasing has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs). A three (3) point bonus preference shall be granted to vendors including products and/or services manufactured, produced or assembled by a qualified SDVE.

a. In order to qualify for the three (3) bonus points, the following conditions must be met and the following evidence must be provided:

1) The vendor must either be an SDVE or must be proposing to utilize an SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.
2) The services performed or the products provided by the SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the SDVE are utilized, to any extent, in the vendor’s obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

3) In order to receive evaluation consideration for participation by an SDVE, the vendor must provide the following information with the proposal:

   - Participation Commitment - The vendor must complete Exhibit D, Section D.1, Participation Commitment, by identifying each proposed SDVE, the committed percentage of participation for each SDVE, and the commercially useful products/services to be provided by the listed SDVE. If the vendor submitting the proposal is a qualified SDVE, the vendor must be listed in the appropriate table on the Participation Commitment Form.

   - Documentation of Intent to Participate – The vendor must either provide a properly completed Exhibit D, Section D.2, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the SDVE or a recently dated letter of intent signed and dated no earlier than the RFP issuance date by the SDVE which: (1) must describe the products/services the SDVE will provide and (2) must include the SDV Documents described below as evidence that the SDVE is qualified, as defined herein.

   - Service-Disabled Veteran (SDV) Documents - If a participating organization is an SDVE, unless previously submitted within the past five (5) years to the Division of Purchasing, the vendor must provide the following Service-Disabled Veteran (SDV) documents:

      - a copy of the SDV’s award letter from the Department of Veterans Affairs or a copy of the SDV’s discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty); and

      - a copy of the SDV’s documentation certifying disability by the appropriate federal agency responsible for the administration of veterans’ affairs.

NOTE:

a) If the vendor submitting the proposal is a qualified SDVE, the vendor must include the SDV Documents as evidence that the vendor qualifies as an SDVE. However, the vendor is not required to complete Exhibit D, Section D.2, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

b) If the SDVE and SDV are listed on the following Internet address, the vendor is not required to provide the SDV Documents listed above.

   http://content.oa.mo.gov/sites/default/files/sdvelisting.pdf

b. Commitment – If awarded a contract, the SDVE participation committed to by the vendor on Exhibit D, Section D.1, Participation Commitment, shall be interpreted as a contractual requirement.
c. Definition - Qualified SDVE:

1) SDVE is doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;

2) SDVE has not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs;

3) SDVE has the management and daily business operations controlled by one (1) or more SDVs;

4) SDVE has a copy of the SDV’s award letter from the Department of Veterans Affairs or a copy of the SDV’s discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), and a copy of the SDV’s documentation certifying disability by the appropriate federal agency responsible for the administration of veterans’ affairs; and

5) SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

4.11 Affidavit of Work Authorization and Documentation:

4.11.1 Pursuant to section 285.530, RSMo, if the vendor meets the section 285.525, RSMo, definition of a “business entity” (http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM), the vendor must affirm the vendor’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 vendor should complete applicable portions of Exhibit E, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit E must be submitted prior to an award of a contract.

4.12 Debarment Certification:

4.12.1 The vendor certifies by signing the signature page of this original document and any amendment signature page(s) that the vendor 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 vendor should complete and return the attached certification regarding debarment, etc., Exhibit F with the proposal. This document must be satisfactorily completed prior to award of the contract.

4.13 Miscellaneous Submittal Information:

4.13.1 The vendor should complete and submit Exhibit G, Miscellaneous Information.

a. If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the vendor MUST disclose such fact and provide relevant details. The vendor may use Exhibit G to provide this information. In providing a response, the vendor should review Executive Order 04-09 (see the following web link: http://www.sos.mo.gov/library/reference/orders/2004/oe04_009.asp) and provide adequate explanation of any offshore (outside the United States) product/service provided or performed that meets or can be justified pursuant to exception conditions described in Section 4 of the Executive Order.
1) The vendor is cautioned to carefully review RFP paragraph 2.1.4.

b. Vendors as Employees: Vendors who are employees of the State of Missouri, a member of the Missouri General Assembly or a statewide elected official should complete, sign and return Exhibit G with their proposal. This document must be satisfactorily completed prior to award of the contract.

4.13.2 Business Compliance - The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any amendment signature page(s) that the vendor 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 vendor shall provide documentation of compliance upon request by the Division of Purchasing. 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).

4.13.3 Proposal Submittal Checklist – The following checklist is provided to assist the vendor in completing his/her proposal. The vendor is encouraged to utilize this checklist before submitting the proposal. It is the vendor’s sole responsibility to ensure that all mandatory requirements are met and that his/her proposal including all exhibits are properly completed and submitted with the proposal.

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Completed?</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Complete and sign all addendums (if applicable) and original RFP. (Mandatory that proposal includes signature)</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Provide firm, fixed pricing on Exhibit A – Pricing Pages.</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>If applicable, complete Exhibit D – Participation Commitment for any Blind/Sheltered Workshop, and/or MBE, and/or WBE proposed.</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>If applicable, complete Exhibit D – Documentation of Intent to Participate, identifying each Blind/Sheltered Workshop, MBE, or WBE proposed.</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>If applicable, clearly state Blind/Sheltered and/or MBE and/or WBE participation % of Total Value of Contract (or for Blind/Sheltered Workshops, Total Dollar Amount or Participation %) on Exhibit D.</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>If applicable, receive authorized signature on Exhibit D from every Blind/Sheltered and/or MBE and/or WBE organization committed to providing products/services under the RFP.</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Complete and sign Exhibit E – Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization (be sure to complete and</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>12.</td>
<td>Indicate if any products/services are manufactured/performed outside of the U.S. – Exhibit G, Miscellaneous Information.</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>If applicable, clearly mark, separate, and seal proprietary or confidential information.</td>
<td></td>
</tr>
</tbody>
</table>

*Include seven (7) copies of proposal with the original proposal clearly marked as “Original”*

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

**********END OF PART FOUR: PROPOSAL SUBMISSION, EVALUATION, AND AWARD INFORMATION**********
EXHIBIT A
PRICING PAGES

The vendor must provide firm, fixed pricing for the original contract period and renewal periods, where applicable, in the tables below. The vendor may propose Option 1, Option 2, or both options (Option 1: Implementation, Processing and Card Management and/or Option 2: Implementation and Processing), in order to meet the requirements of the Request for Proposal (RFP). All costs associated with providing the services and products required by the RFP shall be included in the stated firm, fixed prices. The state shall assume that absolutely no other fees or charges will be assessed to the state whatsoever in connection with the products and services defined herein and to satisfy the RFP requirements. Therefore, the successful vendor shall be responsible for any additional costs.

A.1 OPTION 1: IMPLEMENTATION, PROCESSING AND CARD MANAGEMENT

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Description</th>
<th>Unit of Measure</th>
<th>Est. Qty</th>
<th>Original Contract Period (Date of Award through Three Years)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Work Plan and Master Schedule</td>
<td>Each</td>
<td>1</td>
<td>$__________________</td>
</tr>
<tr>
<td>2</td>
<td>Risk Management Plan</td>
<td>Each</td>
<td>1</td>
<td>$__________________</td>
</tr>
<tr>
<td>3</td>
<td>Project Readiness Plan</td>
<td>Each</td>
<td>1</td>
<td>$__________________</td>
</tr>
<tr>
<td>4</td>
<td>Communication Plan</td>
<td>Each</td>
<td>1</td>
<td>$__________________</td>
</tr>
<tr>
<td>5</td>
<td>Retailer Enablement Plan</td>
<td>Each</td>
<td>1</td>
<td>$__________________</td>
</tr>
<tr>
<td>6</td>
<td>Training Plan, Materials and Manuals</td>
<td>Each</td>
<td>1</td>
<td>$__________________</td>
</tr>
<tr>
<td>7</td>
<td>Test Plan</td>
<td>Each</td>
<td>1</td>
<td>$__________________</td>
</tr>
</tbody>
</table>
# OPTION 1, TABLE 2: EWIC IMPLEMENTATION ONGOING COSTS

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Description</th>
<th>Unit of Measure</th>
<th>Est. Qty.</th>
<th>Original Contract Period (Date of Award through Three Years)</th>
<th>1st Renewal Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>Status Report</td>
<td>Monthly</td>
<td>12</td>
<td>$_________________</td>
<td>$_________________</td>
</tr>
<tr>
<td>9</td>
<td>Status Calls</td>
<td>Monthly</td>
<td>12</td>
<td>$_________________</td>
<td>$_________________</td>
</tr>
<tr>
<td>10</td>
<td>Coordination Services with Quality Assurance Contractor</td>
<td>Monthly</td>
<td>12</td>
<td>$_________________</td>
<td>$_________________</td>
</tr>
<tr>
<td>11</td>
<td>Classroom Training for State Agency Staff</td>
<td>Per Session</td>
<td>2</td>
<td>$_________________</td>
<td>$_________________</td>
</tr>
<tr>
<td>12</td>
<td>Classroom Training for LA Clinic Staff (Pilot Area)</td>
<td>Per Session</td>
<td>4</td>
<td>$_________________</td>
<td>$_________________</td>
</tr>
<tr>
<td>13</td>
<td>District Training/Webinar for LA Clinic Staff (Statewide Rollout)</td>
<td>Per Session</td>
<td>60</td>
<td>$_________________</td>
<td>$_________________</td>
</tr>
<tr>
<td>14</td>
<td>District Training/Webinar for POS Setup &amp; Operations for WIC authorized Retailers</td>
<td>Per Session</td>
<td>20</td>
<td>$_________________</td>
<td>$_________________</td>
</tr>
<tr>
<td>15</td>
<td>District Training/Webinar for Retailer Training for WIC authorized Retailers</td>
<td>Per Session</td>
<td>45</td>
<td>$_________________</td>
<td>$_________________</td>
</tr>
<tr>
<td>16</td>
<td>Webinar/Training Materials for WIC Participants</td>
<td>Per Session</td>
<td>1</td>
<td>$_________________</td>
<td>$_________________</td>
</tr>
</tbody>
</table>
In the following table, the vendor must detail in the blue cells each deliverable of the proposed implementation of the pilot process necessary to meet the requirements of the RFP. In the yellow cells, the vendor must provide the one time firm, fixed cost associated with each required deliverable of the implementation process. The vendor’s implementation of pilot plan pricing must include all pricing to fully implement the system. If there are deliverables that are included at no additional cost, the vendor should place a zero (0) in the cell denoting no additional cost for the deliverable. In order to facilitate payment for the deliverables of the implementation process, once the Project Work Plan and associated deliverables are accepted by the state, upon completion of each deliverable, the vendor shall receive payment. The deliverables identified below should be consistent with the deliverables identified in the offeror's proposed project work plan.

<table>
<thead>
<tr>
<th>Implementation Cost (Identify Deliverables)</th>
<th>One-Time Firm, Fixed Price (Identify Deliverable Cost)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
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<td></td>
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</tr>
</tbody>
</table>

LINE ITEM 17: TOTAL IMPLEMENTATION OF PILOT COST $
In the following table, the vendor must detail in the blue cells each deliverable of the proposed statewide implementation of the process necessary to meet the requirements of the RFP. In the yellow cells, the vendor must provide the one time firm, fixed cost associated with each required deliverable of the statewide implementation process. The vendor’s statewide implementation pricing must include all pricing to fully implement the system. If there are deliverables that are included at no additional cost, the vendor should place a zero (0) in the cell denoting no additional cost for the deliverable. In order to facilitate payment for the deliverables of the statewide implementation process, once the Project Work Plan and associated deliverables are accepted by the state, upon completion of each deliverable, the vendor shall receive payment. The deliverables identified below should be consistent with the deliverables identified in the offeror's proposed project work plan.

<table>
<thead>
<tr>
<th>Implementation Cost (Identify Deliverables)</th>
<th>One-Time Firm, Fixed Price (Identify Deliverable Cost)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
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<td></td>
<td>$</td>
</tr>
<tr>
<td>Line Item 18: Total Implementation of Statewide Rollout Cost</td>
<td>$</td>
</tr>
</tbody>
</table>
### OPTION 1, TABLE 5: EWIC UNIT HARDWARE

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Description</th>
<th>Unit of Measure</th>
<th>Est. Qty.</th>
<th>Original Contract Period (Date of Award through Three Years)</th>
<th>1st Renewal Period</th>
<th>2nd Renewal Period</th>
<th>3rd Renewal Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>19</td>
<td>Single Function Retail Solution – POS Terminal Offline (Pricing includes installation)</td>
<td>Each</td>
<td>20</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td></td>
<td>Brand: ____________</td>
<td></td>
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<tr>
<td></td>
<td>Model: ____________</td>
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</tr>
</tbody>
</table>

### OPTION 1, TABLE 6: EWIC PER CASE PER MONTH

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Description</th>
<th>Unit of Measure</th>
<th>Est. Qty.</th>
<th>Original Contract Period (Date of Award through Three Years)</th>
<th>1st Renewal Period</th>
<th>2nd Renewal Period</th>
<th>3rd Renewal Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>Maintenance of active eWIC accounts</td>
<td>Per Case/Per Month</td>
<td>78,000</td>
<td>$_____/ per case per month</td>
<td>$_____/ per case per month</td>
<td>$_____/ per case per month</td>
<td>$_____/ per case per month</td>
</tr>
<tr>
<td>Line Item</td>
<td>Description</td>
<td>Unit of Measure</td>
<td>Est. Qty.</td>
<td>Original Contract Period (Date of Award through Three Years)</td>
<td>1st Renewal Period</td>
<td>2nd Renewal Period</td>
<td>3rd Renewal Period</td>
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</tr>
<tr>
<td>21</td>
<td>General System Requirements</td>
<td>Monthly</td>
<td>12</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>22</td>
<td>Retailer Connection</td>
<td>Monthly</td>
<td>12</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>23</td>
<td>State Agency Processor Connection</td>
<td>Monthly</td>
<td>12</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>24</td>
<td>Claims Processing</td>
<td>Monthly</td>
<td>12</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
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<tr>
<td>25</td>
<td>Reconciliation Requirements</td>
<td>Monthly</td>
<td>12</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>26</td>
<td>Settlement Requirements</td>
<td>Monthly</td>
<td>12</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>27</td>
<td>Rejected Retailer Payments</td>
<td>Monthly</td>
<td>12</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>28</td>
<td>eWIC Card Management</td>
<td>Monthly</td>
<td>12</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
</tr>
</tbody>
</table>
### OPTION 2, TABLE 1: EWIC IMPLEMENTATION ONE-TIME COSTS

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Description</th>
<th>Unit of Measure</th>
<th>Est. Qty.</th>
<th>Original Contract Period (Date of Award through Three Years)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Work Plan and Master Schedule</td>
<td>Each</td>
<td>1</td>
<td>$________________</td>
</tr>
<tr>
<td>2</td>
<td>Risk Management Plan</td>
<td>Each</td>
<td>1</td>
<td>$________________</td>
</tr>
<tr>
<td>3</td>
<td>Project Readiness Plan</td>
<td>Each</td>
<td>1</td>
<td>$________________</td>
</tr>
<tr>
<td>4</td>
<td>Communication Plan</td>
<td>Each</td>
<td>1</td>
<td>$________________</td>
</tr>
<tr>
<td>5</td>
<td>Retailer Enablement Plan</td>
<td>Each</td>
<td>1</td>
<td>$________________</td>
</tr>
<tr>
<td>6</td>
<td>Training Plan, Materials and Manuals</td>
<td>Each</td>
<td>1</td>
<td>$________________</td>
</tr>
<tr>
<td>7</td>
<td>Test Plan</td>
<td>Each</td>
<td>1</td>
<td>$________________</td>
</tr>
<tr>
<td>Line Item</td>
<td>Description</td>
<td>Unit of Measure</td>
<td>Est. Qty.</td>
<td>Original Contract Period (Date of Award through Three Years)</td>
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<td>--------------------------------------------------------------</td>
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<tr>
<td>8</td>
<td>Status Report</td>
<td>Monthly</td>
<td>12</td>
<td>$________________</td>
</tr>
<tr>
<td>9</td>
<td>Status Calls</td>
<td>Monthly</td>
<td>12</td>
<td>$________________</td>
</tr>
<tr>
<td>10</td>
<td>Coordination Services with Quality Assurance Contractor</td>
<td>Monthly</td>
<td>12</td>
<td>$________________</td>
</tr>
<tr>
<td>11</td>
<td>Classroom Training for State Agency Staff</td>
<td>Per Session</td>
<td>2</td>
<td>$________________</td>
</tr>
<tr>
<td>12</td>
<td>Classroom Training for LA Clinic Staff (Pilot Area)</td>
<td>Per Session</td>
<td>4</td>
<td>$________________</td>
</tr>
<tr>
<td>13</td>
<td>District Training/Webinar for LA Clinic Staff (Statewide Rollout)</td>
<td>Per Session</td>
<td>60</td>
<td>$________________</td>
</tr>
<tr>
<td>14</td>
<td>District Training/Webinar for POS Setup &amp; Operations for WIC authorized Retailers</td>
<td>Per Session</td>
<td>20</td>
<td>$________________</td>
</tr>
<tr>
<td>15</td>
<td>District Training/Webinar for Retailer Training for WIC authorized Retailers</td>
<td>Per Session</td>
<td>45</td>
<td>$________________</td>
</tr>
<tr>
<td>16</td>
<td>Webinar/Training Materials for WIC Participants</td>
<td>Per Session</td>
<td>1</td>
<td>$________________</td>
</tr>
</tbody>
</table>
OPTION 2, TABLE 3: IMPLEMENTATION OF PILOT COSTS

In the following table, the vendor must detail in the blue cells each deliverable of the proposed implementation of the pilot process necessary to meet the requirements of the RFP. In the yellow cells, the vendor must provide the one time firm, fixed cost associated with each required deliverable of the implementation process. The vendor’s implementation of pilot plan pricing must include all pricing to fully implement the system. If there are deliverables that are included at no additional cost, the vendor should place a zero (0) in the cell denoting no additional cost for the deliverable. In order to facilitate payment for the deliverables of the implementation process, once the Project Work Plan and associated deliverables are accepted by the state, upon completion of each deliverable, the vendor shall receive payment. The deliverables identified below should be consistent with the deliverables identified in the offeror's proposed project work plan.

<table>
<thead>
<tr>
<th>Implementation Cost (Identify Deliverables)</th>
<th>One-Time Firm, Fixed Price (Identify Deliverable Cost)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
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</tbody>
</table>

LINE ITEM 17: TOTAL IMPLEMENTATION OF PILOT COST $
OPTION 2, TABLE 4: IMPLEMENTATION OF STATEWIDE ROLLOUT COSTS

In the following table, the vendor must detail in the blue cells each deliverable of the proposed statewide implementation of the process necessary to meet the requirements of the RFP. In the yellow cells, the vendor must provide the one time firm, fixed cost associated with each required deliverable of the statewide implementation process. The vendor’s statewide implementation pricing must include all pricing to fully implement the system. If there are deliverables that are included at no additional cost, the vendor should place a zero (0) in the cell denoting no additional cost for the deliverable. In order to facilitate payment for the deliverables of the statewide implementation process, once the Project Work Plan and associated deliverables are accepted by the state, upon completion of each deliverable, the vendor shall receive payment. The deliverables identified below should be consistent with the deliverables identified in the offeror's proposed project work plan.

<table>
<thead>
<tr>
<th>Implementation Cost (Identify Deliverables)</th>
<th>One-Time Firm, Fixed Price (Identify Deliverable Cost)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<tr>
<td>LINE ITEM 18: TOTAL IMPLEMENTATION OF STATEWIDE ROLLOUT COST</td>
<td>$</td>
</tr>
</tbody>
</table>
### OPTION 2, TABLE 5: EWIC UNIT HARDWARE

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Description</th>
<th>Unit of Measure</th>
<th>Est. Qty.</th>
<th>Original Contract Period (Date of Award through Three Years)</th>
<th>1st Renewal Period</th>
<th>2nd Renewal Period</th>
<th>3rd Renewal Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>19</td>
<td>Single Function Retail Solution – POS Terminal Offline (Pricing includes installation)</td>
<td>Each</td>
<td>20</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
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<tr>
<td></td>
<td>Brand: ____________</td>
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<td></td>
<td>Model: ____________</td>
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</tr>
</tbody>
</table>

### OPTION 2, TABLE 6: EWIC PER CASE PER MONTH

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Description</th>
<th>Unit of Measure</th>
<th>Est. Qty.</th>
<th>Original Contract Period (Date of Award through Three Years)</th>
<th>1st Renewal Period</th>
<th>2nd Renewal Period</th>
<th>3rd Renewal Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>Maintenance of active eWIC accounts</td>
<td>Per Case/Per Month</td>
<td>78,000</td>
<td>$_____/ per case per month</td>
<td>$_____/ per case per month</td>
<td>$_____/ per case per month</td>
<td>$_____/ per case per month</td>
</tr>
</tbody>
</table>
## OPTION 2, TABLE 7: EWIC PROCESSING DELIVERABLES

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Description</th>
<th>Unit of Measure</th>
<th>Est. Qty.</th>
<th>Original Contract Period (Date of Award through Three Years)</th>
<th>1st Renewal Period</th>
<th>2nd Renewal Period</th>
<th>3rd Renewal Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>21</td>
<td>General System Requirements</td>
<td>Monthly</td>
<td>12</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>22</td>
<td>Retailer Connection</td>
<td>Monthly</td>
<td>12</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>23</td>
<td>State Agency Processor Connection</td>
<td>Monthly</td>
<td>12</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>24</td>
<td>Claims Processing</td>
<td>Monthly</td>
<td>12</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>25</td>
<td>Reconciliation Requirements</td>
<td>Monthly</td>
<td>12</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>26</td>
<td>Settlement Requirements</td>
<td>Monthly</td>
<td>12</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>27</td>
<td>Rejected Retailer Payments</td>
<td>Monthly</td>
<td>12</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
</tr>
</tbody>
</table>
**A3 PROJECT ASSESSMENT QUOTATION (PAQ) PRICING:**

The vendor must state below a firm, fixed hourly price for each job classification proposed for each year of the contract to be used for Project Assessment Quotations (PAQ) in the event the agency requests solution enhancement and/or modification.

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Project Assessment Quotation (PAQ) consulting personnel classification</th>
<th>Unit of Measure</th>
<th>Original Contract Period (Date of Award through Three Years)</th>
<th>1st Renewal Period</th>
<th>2nd Renewal Period</th>
<th>3rd Renewal Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>If providing multiple consulting job classifications, please list consultant job classification titles and their corresponding per hour consulting rate on separate rows below:</td>
<td></td>
<td></td>
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<tr>
<td>1</td>
<td>Per Hour</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
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<td>Per Hour</td>
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<td>Per Hour</td>
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<td>Per Hour</td>
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<tr>
<td></td>
<td>Per Hour</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
<td>$_________</td>
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</tr>
</tbody>
</table>
EXHIBIT B
EXPERIENCE OF ORGANIZATION

The evaluation of the vendor’s experience shall be subjective based on the ability of the vendor to perform the requirements stated herein. Therefore, the vendor should present detailed information regarding the organization’s experience. The following information should be provided by the vendor in order to assist the State of Missouri in evaluation of the vendor’s experience. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

B.1 EXPERIENCE:

1. The vendor should describe any previous contract experiences of a similar nature and complexity in scope, responsibility and technologies involved as what is described in this RFP.

2. The vendor should describe the nature of the vendor’s business, type of services performed, etc.

3. The vendor should describe the history of the company. The vendor should indicate the number of years its firm has been providing similar type services.

4. The vendor should provide the following information related to previous and current services/contracts performed by the vendor’s organization and any proposed subcontractors which are similar to the requirements of this RFP:
   a. Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
   b. Dates of the service/contract; and
   c. A brief, written description of the specific services that were performed, paying particular attention to the following areas:
      1) The vendor should document any prior Smart Card technology experience.
      2) The vendor should document any prior experience with WIC EBT or SAM/management information system experience.
      3) The vendor should document any prior experience in EBT and/or EBT Smart Card technology experience in a full service grocery store and/or pharmacy environments.
      4) The vendor should document any prior experience managing governmental projects.
      5) The vendor should document any prior WIC experience as a WIC banking contractor for a state agency.
   d. The vendor should document reasons for each contract/client gained and/or lost in the past (2) two years.

5. The vendor should submit a copy of all licenses, certifications, accreditations, and/or permits that may be required by state, federal, and/or local law, statute, or regulation in the course of conduct of the vendor’s business.
B.2 REFERENCES:

1. The vendor should provide reference contact information (name, role in project, phone, and e-mail). Please verify correct e-mail address prior to submitting) for the projects described pursuant to the above in order to allow the evaluators to verify the information. Utilizing the table below (or in a similar format), the vendor should provide references that may be contacted. In addition, the vendor should provide references that may be contacted for any/each subcontractor that the vendor proposes to utilize to meet the requirements of the RFP. Please clearly indicate which references are for subcontractor(s). Please make sure the contact information, including the email addresses, are current, correct and available for reference contact.

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

| REFERENCE |
|-----------------|-----------------|-----------------|
| Contracting Agency/Entity Client Name: | | |
| Contact Name: | | |
| Contact Title: | | |
| Description of Role / Responsibility the above contact person had in referenced contract work: | | |
| Contact Phone Number: | | |
| Contact Email Address: | *please verify accuracy of email address* | |
| Applicable Dates of Contract Work (Start and End Dates) | | |
| Dollar Value of Services | | |
| Description of Role / Responsibility in referenced contract work: | | |

B.3 FINANCIAL/PERSONNEL RESOURCES:

1. The vendor should provide information that documents the depth and number of resources (i.e., financial, supplies, facilities, infrastructure, and human resources) to ensure completion of all RFP requirements. The vendor should document how sufficient resources will be provided to the State of Missouri.

2. The vendor should describe any other companies and organizations that are strategic partners or alliances. Explain what benefit(s) the agency will receive from these alliances and/or partners as it relates to the provision of the required system and services described herein. Vendor should disclose any corporate affiliations regarding other service organization affiliations, etc.

3. The vendor should indicate whether there is currently and within the past twelve months any legal actions, suits, or proceeding, pending or threatened against the vendor’s organization. Explain any such legal circumstances that could potentially affect the contractor’s performance required within the RFP. For any subcontractors proposed, the same information should be provided for each subcontractor’s organization.

NOTE: FAILURE TO PROVIDE ADEQUATE INFORMATION TO COMPLETELY ADDRESS THE SPECIFIED EVALUATION CRITERIA WILL AT LEAST RESULT IN MINIMAL SUBJECTIVE CONSIDERATION AND MAY RESULT IN REJECTION OF THE VENDOR’S PROPOSAL.
EXHIBIT C
METHOD OF PERFORMANCE AND EXPERTISE OF PERSONNEL

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

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

C.1 Method of Performance: Within the vendor’s response to Exhibit C, the vendor should detail how they intend to satisfy the requirements outlined in the Scope of Work, Section 2, of the RFP. In doing so, the vendor should insert their response immediately following the paragraph to which they are responding in the Scope of Work Section of the RFP. The vendor should describe how the requirements will be fulfilled by the proposed service offerings to include by whom, when, with what, why, where, etc., the requirements will be satisfied.

A simple “yes, no, or compliant” response does not fulfill this description request. The vendor should present a detailed description of all services proposed in the response to this Request for Proposal. It is the vendor's responsibility to make sure all requirements are adequately described.

PLEASE USE THE SAME PARAGRAPH NUMBERING SCHEME OF THE RFP WHEN RESPONDING TO EACH PERFORMANCE SPECIFICATION.

The vendor should present a written narrative, which demonstrates the method or manner in which the vendor proposes to satisfy these requirements and at a minimum include information pertaining to the following areas:

1. The vendor should provide a draft Project Work Plan for eWIC planning, pilot and statewide implementation in its response to this RFP. The draft Project Work Plan should be in sufficient detail to demonstrate an understanding of the activities necessary to plan for and implement eWIC in Missouri, inclusive of methodology, approach and staffing for each task. In addition, the draft Project Work Plan should be developed to demonstrate the contractor’s knowledge of the timeframes for the activities necessary to plan for and implement eWIC including but not limited to FNS review periods, eWIC system design, development, testing, pilot and statewide implementation activities.

   a. The Project Work Plan must address topics such as:

      1) Schedule Management
      2) Project Management
      3) Cost Management

   b. The Project Work Plan should have sufficient detail to afford the state agency full visibility into the status of all contractor activities during the course of the project effort. The plan should detail how the contractor will implement the eWIC system in Missouri including but not limited to:

      1) Stakeholder communications;
      2) Retailer readiness activities such as hardware/software audit and equipment integration;
      3) Training material development for all stakeholders and training schedules;
      4) UAT; and
      5) Planning, evaluating, implementing and monitoring the eWIC pilot project and statewide rollout.
c. The Project Work Plan should also include an activity WBS with tiers showing project milestones or phases in the top level with a breakdown of major project tasks into smaller work activities underneath.

1) Work activities at the bottom level should have no smaller than two-week durations and have measurable, testable, or observable outputs.

2. Using the table below, the vendor should develop a draft schedule of events for the eWIC implementation from kick-off to completion of statewide roll-out including the deliverables identified on the pricing page, the submission of all required plans and all other deliverables deemed necessary to complete the project. The draft Schedule of Events should be in sufficient detail to demonstrate an understanding of the activities necessary to plan for and implement eWIC in Missouri, inclusive of methodology, approach and staffing for each task. In addition, the draft Schedule of Events should be developed to demonstrate the contractor’s knowledge of the timeframes for the activities necessary to plan for and implement eWIC including but not limited to FNS review periods, eWIC system design, development, testing, pilot and statewide implementation activities.

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Begin Date</th>
<th>Completion Date</th>
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<tbody>
<tr>
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</tbody>
</table>
d. When developing the draft Schedule of Events, the vendor should assume the project starts with the Project Kickoff Meeting and includes the following milestones:

1. Project Kickoff Meeting;
2. eWIC Processing System Development and Deployment
3. Retailer Integration Plan Meeting;
4. Knowledge Transfer and Training Plan Meeting;
5. eWIC Processing System Secure FTP connections to vendors and State Agency.
6. eWIC Processing System UAT ready.
7. Retailer Enablement and Vendor Training;
8. LA Clinic Staff Training;
9. eWIC Pilot Project Planning Meeting;
10. eWIC Pilot Project Follow-Up Meeting;
11. eWIC Statewide Rollout Beginning Phase Meeting;
12. eWIC Statewide Rollout Mid-Phase Meeting; and
13. eWIC Statewide Rollout Ending Phase Meeting.

4. The vendor should describe how it proposes to staff the project including the number of staff utilized for each respective phase or deliverable and how it will provide continuous personnel and other resources necessary throughout the term of the project.

5. The vendor should provide locations of where all proposed services are proposed to be performed.

6. The vendor should describe how it will set-up an eWIC Processing system within the guidelines and standards set forth for eWIC Smart Card by FNS and banking industry standards.

7. If the vendor is proposing Option 1, the vendor should describe how it proposes to manage an eWIC Card Management system and ensure an auditable tracking system that ensure LA’s maintain necessary allotment of cards to issue benefits.

8. If the vendor is proposing Option 1, the vendor should detail the specifications of the card proposed.

9. The vendor should describe the training offered, such as the length and method of providing the training sessions.

C.2 EXPERTISE OF PERSONNEL:

1. The vendor should provide a resume and detailed information about the experience and qualifications, including any applicable certifications, of the personnel proposed for each personnel classification provided in response to the RFP and identify whether the staff is that of the contractor or subcontractor.

   a. 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.

2. The vendor should provide previous work assignments of the proposed personnel that are similar to the work they will be responsible for under the subsequent contract.

3. If personnel are not yet named, the vendor should provide:

   a. Detailed descriptions of the required employment qualifications; and

   b. Detailed job descriptions of the position to be filled, including the type of person proposed to be hired.
C.3 Economic Impact to Missouri - the vendor should describe the economic advantages that will be realized as a result of the vendor performing the required services. The vendor should respond to the following:

1. 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.

2. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

3. Provide a description of the company’s economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

NOTE: FAILURE TO PROVIDE ADEQUATE INFORMATION TO COMPLETELY ADDRESS THE SPECIFIED EVALUATION CRITERIA WILL AT LEAST RESULT IN MINIMAL SUBJECTIVE CONSIDERATION AND MAY RESULT IN REJECTION OF THE VENDOR’S PROPOSAL.
EXHIBIT D
PARTICIPATION FROM OTHER ORGANIZATIONS

PARTICIPATION COMMITMENT

D.1 Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) Participation Commitment – If the vendor is committing to participation by or if the vendor is a qualified MBE/WBE and/or organization for the blind/sheltered workshop and/or a qualified SDVE, the vendor must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed exhibit with the vendor’s proposal.

For Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) Participation, if proposing an entity certified as both MBE and WBE, the vendor must either (1) enter the participation percentage under MBE or WBE, or must (2) divide the participation between both MBE and WBE. If dividing the participation, do not state the total participation on both the MBE and WBE Participation Commitment tables below. Instead, divide the total participation as proportionately appropriate between the tables below.

### MBE Participation Commitment Table

(The services performed or the products provided by the listed MBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)

<table>
<thead>
<tr>
<th>Name of Each Qualified Minority Business Enterprise (MBE) Proposed</th>
<th>Committed Percentage of Participation for Each MBE (% of the Actual Total Contract Value)</th>
<th>Description of Products/Services to be Provided by Listed MBE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>The vendor should also include the paragraph number(s) from the RFP which requires the product/service the MBE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</td>
</tr>
<tr>
<td>1.</td>
<td>%</td>
<td>Product/Service(s) proposed:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>RFP Paragraph References:</td>
</tr>
<tr>
<td>2.</td>
<td>%</td>
<td>Product/Service(s) proposed:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>RFP Paragraph References:</td>
</tr>
<tr>
<td>3.</td>
<td>%</td>
<td>Product/Service(s) proposed:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>RFP Paragraph References:</td>
</tr>
<tr>
<td>4.</td>
<td>%</td>
<td>Product/Service(s) proposed:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>RFP Paragraph References:</td>
</tr>
<tr>
<td>Total MBE Percentage:</td>
<td>%</td>
<td></td>
</tr>
</tbody>
</table>
## WBE Participation Commitment Table

(The services performed or the products provided by the listed WBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)

<table>
<thead>
<tr>
<th>Name of Each Qualified Women Business Enterprise (WBE) proposed</th>
<th>Committed Percentage of Participation for Each WBE (% of the Actual Total Contract Value)</th>
<th>Description of Products/Services to be Provided by Listed WBE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Product/Service(s) proposed:</td>
<td>The vendor should also include the paragraph number(s) from the RFP which requires the product/service the WBE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</td>
</tr>
<tr>
<td>1.</td>
<td>%</td>
<td>RFP Paragraph References:</td>
</tr>
<tr>
<td>2.</td>
<td>%</td>
<td>RFP Paragraph References:</td>
</tr>
<tr>
<td>3.</td>
<td>%</td>
<td>RFP Paragraph References:</td>
</tr>
<tr>
<td>4.</td>
<td>%</td>
<td>RFP Paragraph References:</td>
</tr>
<tr>
<td>Total WBE Percentage:</td>
<td>%</td>
<td></td>
</tr>
</tbody>
</table>

## Organization for the Blind/Sheltered Workshop Commitment Table

By completing this table, the vendor commits to the use of the organization at the greater of $5,000 or 2% of the actual total dollar value of contract.

(The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)

<table>
<thead>
<tr>
<th>Name of Organization for the Blind or Sheltered Workshop Proposed</th>
<th>Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The vendor should also include the paragraph number(s) from the RFP which requires the product/service the organization for the blind/sheltered workshop is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</td>
</tr>
<tr>
<td>1.</td>
<td>Product/Service(s) proposed:</td>
</tr>
<tr>
<td>2.</td>
<td>Product/Service(s) proposed:</td>
</tr>
</tbody>
</table>

RFP Paragraph References:
## SDVE Participation Commitment Table

(The services performed or the products provided by the listed SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)

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

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>The vendor should also include the paragraph number(s) from the RFP which requires the product/service the SDVE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>%</td>
<td>Product/Service(s) proposed:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>RFP Paragraph References:</td>
</tr>
<tr>
<td>2.</td>
<td>%</td>
<td>Product/Service(s) proposed:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>RFP Paragraph References:</td>
</tr>
</tbody>
</table>

Total SDVE Percentage: %
D.2 DOCUMENTATION OF INTENT TO PARTICIPATE

If the vendor is proposing to include the participation of a Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or qualified Service-Disabled Veteran Business Enterprise (SDVE) in the provision of the products/services required in the RFP, the vendor must either provide a recently dated letter of intent, signed and dated no earlier than the RFP issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the vendor’s proposal.

~ Copy This Form For Each Organization Proposed ~

Vendor 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 vendor identified above.

Indicate appropriate business classification(s):

<table>
<thead>
<tr>
<th>MBE</th>
<th>WBE</th>
<th>Organization for the Blind</th>
<th>Sheltered Workshop</th>
<th>SDVE</th>
</tr>
</thead>
</table>

Name of Organization: ________________________________

Contact Name: __________________________ Email: __________________________

Address (If SDVE, provide MO Address): __________________________ Phone #: __________________________

City: __________________________ Fax #: __________________________

State/Zip: __________________________ Certification # __________________________

SDVE’s Website: __________________________ Certification Expiration Date: __________________________

Address: __________________________

Service-Disabled Veteran’s (SDV) Name: __________________________ SDV’s Signature: __________________________

(Please Print)

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

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

________________________________________

________________________________________

________________________________________

Authorized Signature: __________________________

Authorized Signature of Participating Organization (MBE, WBE, Organization for the Blind, Sheltered Workshop, or SDVE)

Date (Dated no earlier than the RFP issuance date) __________________________
EXHIBIT D (continued)

DOCUMENTATION OF INTENT TO PARTICIPATE

SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)

If a participating organization is an SDVE, unless the Service-Disabled Veteran (SDV) documents were previously submitted within the past five (5) years to the Division of Purchasing, the vendor **must** provide the following SDV documents:

- a copy of the SDV’s award letter from the Department of Veterans Affairs or a copy of the SDV’s discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), AND
- a copy of the SDV’s documentation certifying disability by the appropriate federal agency responsible for the administration of veterans’ affairs.

(NOTE: The SDV’s award letter, the SDV’s discharge paper, and the SDV’s documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

The vendor should check the appropriate statement below and, if applicable, provide the requested information.

☐ No, I have not previously submitted the SDV documents specified above to the Division of Purchasing and therefore have enclosed the SDV documents.

☐ Yes, I previously submitted the SDV documents specified above within the past five (5) years to the Division of Purchasing.

   **Date SDV Documents were Submitted**: ______________________

   **Previous Proposal/Contract Number** for Which the SDV Documents were Submitted: ____________________________________________

   (if applicable and known)

(NOTE: If the proposed SDVE and SDV are listed on the Division of Purchasing SDVE database located at [http://content.oa.mo.gov/sites/default/files/sdvelisting.pdf](http://content.oa.mo.gov/sites/default/files/sdvelisting.pdf), then the SDV documents have been submitted to the Division of Purchasing within the past five [5] years. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, the Division of Purchasing will remove the SDVE and associated SDV from the database.)

**FOR STATE USE ONLY**

SDV Documents - Verification Completed By:

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
</tr>
</thead>
</table>
EXHIBIT E
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:
The vendor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

| BOX A: | To be completed by a non-business entity as defined below. |
| BOX B: | To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs(gc_1185221678150.shtm). |
| BOX C: | To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing. |

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

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

**BOX A – CURRENTLY NOT A BUSINESS ENTITY**

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

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

I certify that I am not an alien unlawfully present in the United States and if __________________ (Company/Individual Name) is awarded a contract for the services requested herein under ___________ (RFP Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, __________________ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Division of Purchasing with all documentation required in Box B of this exhibit.

Authorized Representative’s Name (Please Print)  Authorized Representative’s Signature

Company Name (if applicable)  Date
EXHIBIT E, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

<table>
<thead>
<tr>
<th>BOX B – CURRENT BUSINESS ENTITY STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>I certify that ________________________(Business Entity Name) MEETS the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.</td>
</tr>
</tbody>
</table>

Authorized Business Entity Representative’s Name (Please Print)  
Authorized Business Entity Representative’s Signature

Business Entity Name  
Date

E-Mail Address

As a business entity, the vendor must perform/provide each of the following. The vendor should check each to verify completion/submission of all of the following:

☐ - Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

☐ - Provide documentation affirming said company’s/individual’s enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the vendor’s name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor’s name and the MOU signature page completed and signed, at minimum, by the vendor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the vendor’s name and company ID, then no additional pages of the MOU must be submitted;

AND

☐ - Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.
EXHIBIT E, continued

AFFIDAVIT OF WORK AUTHORIZATION:

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

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

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

Authorized Representative’s Signature ___________________ Printed Name ___________________

Title ___________________ Date ___________________

E-Mail Address ___________________ E-Verify Company ID Number ___________________

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

Signature of Notary ___________________ Date ___________________
EXHIBIT E, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

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

I certify that ____________________ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor’s name and the MOU signature page completed and signed by the vendor and the Department of Homeland Security – Verification Division
- A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: ________________

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

**Date** of Previous E-Verify Documentation Submission: ________________

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _______ (if known)

<table>
<thead>
<tr>
<th>Authorized Business Entity Representative’s Name (Please Print)</th>
<th>Authorized Business Entity Representative’s Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Entity Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>E-Mail Address</th>
<th>E-Verify MOU Company ID Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**FOR STATE OF MISSOURI USE ONLY**

Documentation Verification Completed By:

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT F

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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 voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.
EXHIBIT G
MISCELLANEOUS INFORMATION

G.1 Executive Order 04-09: Products and/or Services Provided 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 vendor MUST disclose such fact and provide details in the space below or on an attached page.

<table>
<thead>
<tr>
<th>Are any of the vendor’s proposed products and/or services being manufactured or performed at sites outside the United States?</th>
<th>Yes  ____</th>
<th>No  ____</th>
</tr>
</thead>
<tbody>
<tr>
<td>If YES, do the proposed products/services satisfy the conditions described in 4a, b, c, or d of Executive Order 04-09? (see the following web link: <a href="http://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp">http://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp</a>)</td>
<td>Yes  ____</td>
<td>No  ____</td>
</tr>
</tbody>
</table>

If YES, mark the appropriate exemption below, and provide the requested details:

1.  ____ Unique good or service.
    EXPLAIN:________________________________________________________________

2.  ____ Foreign firm hired to market Missouri services/products to a foreign country.
    Identify foreign country: __________________________________________

3.  ____ Economic cost factor exists
    EXPLAIN:________________________________________________________________

4.  ____ Vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US. Identify maximum percentage of the overall value of the contract, for any contract period, attributed to the value of the products and/or services being manufactured or performed at sites outside the United States: ___%.
    Specify what contract work would be performed outside the United States: ________________________________________________

G.2 Employee/Conflict of Interest:

Vendors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor’s organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information:

<table>
<thead>
<tr>
<th>Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:</th>
</tr>
</thead>
<tbody>
<tr>
<td>If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:</td>
</tr>
<tr>
<td>Percentage of ownership interest in vendor’s organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:</td>
</tr>
</tbody>
</table>
STATE OF MISSOURI
DIVISION OF PURCHASING
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 addendum 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 (Purchasing). The agency is also responsible for payment.

b. **Addendum** means a written, official modification to an RFP.

c. **Amendment** means a written, official modification to a contract.

d. **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.

e. **Proposal End Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.

f. **Vendor** means the supplier, vendor, 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.

g. **Buyer** means the procurement staff member of Purchasing. The **Contact Person** as referenced herein is usually the Buyer.

h. **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.

i. **Contractor** means a supplier, vendor, person, or organization who is a successful vendor as a result of an RFP and who enters into a contract.

j. **Exhibit** applies to forms which are included with an RFP for the vendor to complete and submit with the sealed proposal prior to the specified end date and time.

k. **Request for Proposal (RFP)** means the solicitation document issued by Purchasing to potential vendors 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 Addendums thereto.

l. **May** means that a certain feature, component, or action is permissible, but not required.

m. **Must** means that a certain feature, component, or action is mandatory.

n. **Pricing Pages(s)** applies to the form(s) on which the vendor 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 vendor with the sealed proposal prior to the specified proposal end date and time.

o. **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 Purchasing.

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

q. **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 Purchasing.

c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.

d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.

e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.

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

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

a. It shall be the vendor’s responsibility to ask questions, request changes or clarification, or otherwise advise Purchasing 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 vendors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from Purchasing, unless the RFP specifically refers the vendor to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official proposal end date.

b. Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all vendors will be advised, via the issuance of an addendum to the RFP, of any relevant or pertinent information related to the procurement. Therefore, vendors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP end date may not be answered.

c. Vendors are cautioned that the only official position of the State of Missouri is that which is issued by Purchasing in the RFP or an addendum thereto.

No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

d. Purchasing monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors 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 MissouriBUYS Statewide eProcurement System. Registered vendors are electronically notified of those proposal opportunities that match the commodity codes for which the vendor registered in MissouriBUYS. If a registered vendor’s e-mail address is incorrect, the vendor must update the e-mail address themselves on the state's MissouriBUYS Statewide eProcurement System at https://missouribuys.mo.gov/.

f. Purchasing reserves the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the vendor to monitor the MissouriBUYS Statewide eProcurement System to obtain a copy of the addendum(s). Registered vendors who received e-mail notification of the proposal opportunity when the RFP was established and registered vendors who have responded to the RFP on-line prior to an addendum being issued should receive e-mail notification of the addendum(s). Registered vendors who received e-mail notification of the proposal opportunity when the RFP
was established and registered vendors who have responded to the proposal on-line prior to a cancellation being issued should receive e-mail notification of a cancellation issued prior to the exact end date and time specified in the RFP.

4. PREPARATION OF PROPOSALS
a. Vendors must examine the entire RFP carefully. Failure to do so shall be at the vendor’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 vendor 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 vendor 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 vendor 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 vendor may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by Purchasing or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by Purchasing. If Purchasing determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP.
f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.
i. Any foreign vendor 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. Registered vendors may submit proposals electronically through the MissouriBUYS Statewide eProcurement System at https://missouribuys.mo.gov/ or by delivery of a hard copy to the Purchasing office. Vendors that have not registered on the MissouriBUYS Statewide eProcurement System may submit proposals hard copy delivered to the Purchasing office. Delivered proposals must be sealed in an envelope or container, and received in the Purchasing office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact end date and time specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the vendor’s organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the Purchasing post office box address. However, it shall be the responsibility of the vendor to ensure their proposal is in the Purchasing office (address listed above) no later than the exact end date and time 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 end date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
c. A proposal submitted electronically by a registered vendor may be modified on-line prior to the official end date and time. A proposal which has been delivered to the Purchasing office may be modified by signed, written notice which has been received by Purchasing prior to the official end date and time specified. A proposal may also be modified in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
d. A proposal submitted electronically by a registered vendor may be retracted on-line prior to the official end date and time. A proposal which has been delivered to the Purchasing office may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by Purchasing prior to the official end date and time specified. A proposal may also be withdrawn in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
e. A proposal may also be withdrawn after the proposal opening through submission of a written request by an authorized representative of the vendor. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the vendor.
f. When submitting a proposal electronically, the registered vendor indicates acceptance of all RFP requirements, terms and conditions by clicking on the “Accept” button on the Overview tab. Vendors delivering a hard copy proposal to Purchasing must sign and return the RFP cover page or, if applicable, the cover page of the last addendum thereto in order to constitute acceptance by the vendor of all RFP requirements, terms and conditions. Failure to do so may result in rejection of the proposal unless the vendor’s full compliance with those documents is indicated elsewhere within the vendor’s response.
g. Faxed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. PROPOSAL OPENING
a. Proposal openings are public on the end date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. All vendors may view the same proposal response information on the MissouriBUYS Statewide eProcurement System. The contents of the responses shall not be disclosed at this time.
b. Proposals which are not received in the Purchasing office prior to the official end date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

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

8. EVALUATION/AWARD

a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the vendor 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 a vendor shall be subject to evaluation if deemed by Purchasing to be in the best interest of the State of Missouri.

c. The vendor 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 vendor 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 vendor, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.

e. In the event all vendors fail to meet the same mandatory requirement in an RFP, Purchasing reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, Purchasing reserves the right to waive any minor irregularity or technicality found in any individual proposal.

f. Purchasing reserves the right to reject any and all proposals.

g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from a vendor, from vendor’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 vendors 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 vendors.

j. Any award of a contract shall be made by notification from Purchasing to the successful vendor. Purchasing reserves the right to make awards by item, grouping of items, or an all or none basis. The grouping of items awarded shall be determined by Purchasing 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. Purchasing posts all proposal results on the MissouriBUYs Statewide eProcurement System for all vendors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Vendors who include an e-mail address with their proposal will be notified of the award results via e-mail.

m. Purchasing reserves the right to request clarification of any portion of the vendor’s response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

n. Any proposal award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).

o. The final determination of contract(s) award shall be made by Purchasing.

9. CONTRACT/PURCHASE ORDER

a. By submitting a proposal, the vendor 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, addendums 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) Purchasing'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 Purchasing 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 Purchasing.

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 Purchasing, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

a. Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.
b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and possession of any and all rights, title and possession of any contract or other legal claim, right or interest, whether or not now existing or hereafter arising or accrued, 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, Purchasing may cancel the contract. At its sole discretion, Purchasing 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 Purchasing 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, Purchasing will issue a notice of cancellation terminating the contract immediately. If it is determined Purchasing improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
c. If Purchasing cancels the contract for breach, Purchasing 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 Purchasing 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 vendor/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 vendor/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 Purchasing immediately.
b. Upon learning of any such actions, Purchasing 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, Purchasing shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by Purchasing 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 the vendor'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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