STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT

NOTIFICATION OF STATEWIDE CONTRACT

Date: October 22, 2008

CONTRACT TITLE: Information Technology Student Interns

CURRENT CONTRACT PERIOD: 09/15/08 through 08/31/12

BUYER INFORMATION:

Name: John Stobbart
Phone: (573) 751-3696
Email address: john.stobbart@oa.mo.gov

RENEWAL INFORMATION	Original Contract Period	Potential Final Expiration
	08/15/08 through 08/31/12	08/31/14

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY.**
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **NOT MANDATORY**.
This contract has been established for the convenience of state agencies. Local Purchase Authority may be used to purchase supplies/services included in this contract from an alternative source at the discretion of the agency.

The entire contract document may be viewed and printed from the Division of Purchasing & Materials Management's **Public Record Search and Retrieval System** located on the Internet at http://www.oa.mo.gov/purch.

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/ WBE	COOP PROCURE -MENT
AOC03380072	4317310100 0	Linn State Technical College Attn: John Nilges One Technology Drive Linn, MO 65051	NO	NO

STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
09/15/08 Through 08/31/12	10/22/08	Re-issuance of statewide contract upon renewal of the contract.

1. Introduction

Purpose:

This document constitutes an acknowledgement of contract (AOC) between prospective institutions (public colleges and university educational institutions) to establish a contract(s) for the acquisition of Student Internship Information Technology Services for various agencies throughout the State of Missouri in accordance with the requirements and provisions stated herein.

Institution's Contacts:

Institutions and their agents (including sub-contractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the AOC, to the contact indicated on the first page of this AOC.

Background:

The State of Missouri desires to establish agreements with the state-supported colleges and universities for the purpose of expanding an existing student intern program.

The state's student intern program is intended to benefit the state as well as the student interns. The state benefits by being able to have access to and review as many IT candidates as possible from as many colleges and universities as possible. Participating interns gain training opportunities in which valuable working experience and knowledge is gained. It is anticipated that, after graduation, longer term employment opportunities may arise out of successful internships.

The State of Missouri requires Computer Information Specialists, or students pursuing other computer-related disciplines, to be knowledgeable and fully trained in the technology available at colleges offering computer-related associate and/or bachelor degrees.

As long as the student is enrolled and paying tuition to the college or university, the student is qualified to be hired as an intern with the State of Missouri.

The information technology operations of the state are conducted in multiple platform environments, including but not limited to the following:

a. Mainframe
b. AS/400
c. UNIX
d. PC
e. Web and Web 2.0
f. Client/Server

The state utilizes multiple software development languages, databases and networks including but not limited to the following:

Development Languages		*Databases*	*Networks*
COBOL		Oracle	Cisco
C++ and C#		SQL	
Focus		DB2	
Java			
Microsoft Access	.NET		
Lotus Notes	Advantage Gen		
Visual Basic	Websphere		
Web development tools			

As a guideline, intern salaries will be approximately $10.50 per hour. However, interns' actual salaries shall be negotiated between the respective hiring state agency and the student.

The respective college/university shall be paid a one-time, monthly or annual administrative fee based on percentage (established herein) of the intern's salary plus a monthly Intern Coordinator Fee per intern, if applicable.

For informational purposes only, previous agreements have added administrative fees of 8% of the intern's salary and Intern Coordinator fees ranging from 4% of the intern's salary to $75 per intern. Student interns will not be treated as employees by the state agency.

Multiple awards will be made as a result of this AOC in order to meet the demand for intern services. However, the state reserves the right to not award if the fees quoted by the college/university are not cost effective or are not comparable to other college/universities fee structure.

State agencies, may opt to utilize the subsequent contract(s) or to establish their own intern agreements. Upon award of the subsequent contract(s), the state does not guarantee usage by its agencies.

2. CONTRACTUAL REQUIREMENTS

Contract Period:

The original contract period shall be as stated in the AOC. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The State of Missouri shall have the right, at its sole option, to renew the contract for two additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the

same and apply during the renewal period, pursuant to applicable option clauses of this document.

Price:

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.

Federal Funds Requirements:

The institution shall understand and agree that this procurement may involve the expenditure of federal funds. Therefore, pursuant to federal government requirements, all contracts, subcontracts, and sub-grants of amounts in excess of $100,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities. The provision shall require reporting of violations to the grant or agency and to the U.S.E.P.A. Assistant Administrator for Enforcement (EN-329).

2.5. **Institution Liability:**

2.5.1 The institution shall be responsible for any and all personal injury (including death) or property damage as a result of the institution's or the institution's student interns' negligence involving any service provided under the terms and conditions, requirements and specifications of the contract.

2.5.2 However, the institution 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 assigns.

2.6 **Institution Status:**

2.6.1 The institution shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc.

3. PERFORMANCE REQUIREMENTS

3.1 General Requirements:

3.1.1 The college/university shall provide student interns to the state agencies in accordance with the requirements and provisions specified herein.

3.1.2 The college/university shall provide all services on an as-needed, if-needed basis.

3.1.3 The college/university shall understand and agree that the subsequent contract shall not be construed as an exclusive agreement and further agrees that the State of Missouri may secure identical and/or similar services from other sources at anytime in conjunction with or in replacement of the institution's services.

3.2 Specific Requirements:

3.2.1 The college/university shall provide student interns for up to forty (40) hours per week schedule.

3.2.2 The college/university shall provide student interns that are enrolled at the educational institution and that have completed a minimum of sixty (60) total credit hours, fifteen (15) which are in computer science or a related field. The institution may also assign students who are enrolled in graduate courses on a part-time basis as course schedules permit. These requirements may be refined if agreed to by both the state agency and the college/university.

3.2.3 Colleges and universities must be accredited two (2) or four (4) year institutions that offer a degree in Computer Science, related fields, or other fields such as: CIS, MIS, Computer Engineering, etc.

3.2.4 Prospective student interns must be maintaining a minimum 2.5 GPA on a 4.0 scale and must be recommended for the internship by the college or university's Intern Coordinator in order to qualify for the internship program. GPA requirements may be waived by agreement of the college/university and the state agency.

3.2.5 Student internships are anticipated to be up to one (1) year in duration, but shall not be for more than one year. However, if agreed to by the state agency, student interns expecting to complete undergraduate degree requirements at the end of the next semester or students enrolled in graduate school may continue that internship on a part-time basis (provided that the student completed a successful one-year internship as an undergraduate).

3.2.6 The college/university must designate an Intern Coordinator that shall be responsible for administration of the institution's intern program with the state agency.

3.2.7 The college/university must identify and provide a desired format for all periodic employer time and performance reports required by the state agency for internship program participants.

3.2.8 The college/university shall submit to the state agency a monthly invoice for reimbursement of student intern salaries and benefits paid for each student intern assigned work by the institution. Invoices shall be itemized and include all charges including the intern's agreed-upon monthly or hourly pay plus the contract administrative fee and intern coordinator fee, if applicable.

3.2.9 The college/university may propose an administrative fee based on a percentage of intern salary paid and/or an intern coordinator fee to be invoiced monthly to the state agency.

3.2.10 The college/university, in accordance with information provided the student intern(s), shall be responsible for collecting and remitting federal and state taxes to the proper taxing authorities.

4. INSTITUTION'S RESPONSE AND REQUIREMENTS

4.1 Institution's Response:

4.1.1 Cost: The institution must complete the pricing requirements section of this AOC (Section 5) for the initial contract period and renewal periods.

4.1.2 Institutional Support: The educational institution is advised to submit any information that documents successful and reliable experience in support of student work internships, especially those performances related to the requirements of this AOC.

5. PRICING REQUIREMENTS

5.1 Required Pricing:

5.1.1 The institution must indicate below the firm, fixed one-time/monthly/annual administrative fee to be computed on the basis of a percentage of intern salary paid and, if applicable, the firm, fixed monthly Intern Coordinator fee per intern:

10 % One-Time/Monthly/Annual Administrative Fee (one-time/monthly/annual percentage of intern salary)

$ 25 Intern Coordinator Fee (monthly fee per intern, if applicable)

5.1.2 Renewal Option:

The Division of Purchasing and Materials Management shall have the sole option to renew the contract in one (1) year increments, or a portion thereof, for a maximum of two (2) additional years.

The institution must indicate below the maximum price applicable to the renewal option years. If a dollar amount is not quoted (i.e. left blank, page not returned, etc.), the state shall have the right to execute the option at the same price(s) quoted for the original contract period. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

The amounts indicated below shall be used in the cost evaluation to determine the potential maximum financial liability to the State of Missouri.

Indicate below the maximum unit prices to be charged for each renewal period. Note that these maximum prices can reflect price increases or decreases over the original contract prices.

	1st Renewal Period Maximum	2nd Renewal Period Maximum
One-Time/Monthly/Annual Administrative Fee	10 %	12 %
Monthly Intern Coordinator Fee Per Intern	$ 25	$ 25