



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

**NOTIFICATION OF STATEWIDE CONTRACT**

September 10, 2010

**TITLE: FOCUS/EDA, WebFOCUS & iWAY SOFTWARE TRAINING & CONSULTING SERVICES**

**CONTRACT PERIOD: DECEMBER 5, 2009 THROUGH DECEMBER 4, 2010**

**BUYER:** Name Earl Pettit  
Phone (573) 751-5430  
Email [earl.pettit@oa.mo.gov](mailto:earl.pettit@oa.mo.gov)

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 **MANDATORY** FOR ALL STATE AGENCIES.  
Local Purchase Authority shall not be used to purchase supplies/services included  
in this contract unless specifically allowed by the contract terms.

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

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	COOP PROCUREMENT
C205048001	1328071850 5	<p style="text-align: center;"><b>PLEASE NOTE NEW CONTACT INFORMATION</b></p> <p>INFORMATION BUILDER'S INC. TWO PENN PLAZA NEW YORK, NY 10121</p> <p><i>CONTACT: Doug Kellogg</i> <i>PHONE: 636-536-7641</i> <i>CELL: 314-578-5960</i> <i>EMAIL: <a href="mailto:doug_kellogg@informationbuilders.com">doug_kellogg@informationbuilders.com</a></i></p> <p><i>CONTACT: Mitch Loder</i> <i>PHONE: 636-536-7652</i> <i>CELL: 636-448-0099</i> <i>EMAIL: <a href="mailto:mitch_loder@informationbuilders.com">mitch_loder@informationbuilders.com</a></i></p> <p style="text-align: center;"><b>PLEASE NOTE NEW CONTACT INFORMATION</b></p>	YES



## 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
<b>12/05/09 to 12/04/10</b>	<b>9/10/10</b>	<b>Updated vendor contact information.</b>
12/05/09 to 12/04/10	9/10/10	Updated vendor contact information.
12/05/09 to 12/04/10	12/11/09	Renewal of contract. Updated contact information. All pricing remains the same as during the previous contract period.
12/05/08 to 12/04/09	01/08/09	Renewal of contract. Updated pricing tables.
12/05/07 to 12/04/08	12/26/07	Renewal of contract. Change buyer from Julie Branigan to Earl Pettit. Updated pricing tables.
12/04/06 to 12/03/07	09/24/07	Change buyer from Julie Branigan to Allison Todd
12/04/06 to 12/03/07	7/13/07	Renewal of contract.
12/04/05 to 12/03/06	11/23/05	Renewal of contract.
12/4/04 To 12/3/05	05/24/05	Initial issuance of new statewide contract (replaces statewide contract C201002001).

## GENERAL CONTRACT INFORMATION

### 1. Purpose:

Contract C205048001 establishes a statewide contract for the acquisition of Training and Consulting services in Information Builders, Inc.'s FOCUS/EDA, WebFOCUS & iWAY Software product suites for agencies located throughout the State of Missouri.

### 2. Contract Period:

Original Contract period: December 4, 2004 through December 3, 2005

Current Contract period: December 5, 2009 through December 4, 2010

### 3. Renewal Options:

The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for five (5) additional one-year period, or any portion thereof.

### 4. 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.

### 5. Cooperative Procurement:

IBI has indicated agreement to participate in the Cooperative Procurement Program. IBI shall provide equipment, supplies, and/or services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (67.360 RSMo). IBI understands and agrees that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.

### 6. General Performance Requirements:

- The IBI shall provide all services on an as needed, if needed basis.
- The IBI understands and agrees that the State shall reserve the right to reject/request substitution of any of the contractor's instructor(s) and/or consultant(s).

### 7. FOCUS/EDA, WebFOCUS & iWAY Software Training Requirements:

- The contractor shall provide training services for, minimally, the following FOCUS/EDA products:

**FOCUS** (for example Basic, Intermediate & Advanced Reporting, Dialogue Manager, Database Design, Report Customization, etc.).

**WEBFOCUS** (for example Building & Deploying Reports, Using Report Broker, etc.)

**EDA** (for example Procedure Processing; Data Structures, Server Administration for MVS, UNIX, & NT, etc.)

- All training classes shall be totally instructor-led.
- IBI shall provide these courses on-site at a facility provided by the State of Missouri.

- IBI shall offer courses through open enrollment at a site provided by IBI. IBI provides a toll free 800 number for enrolling students in a public class. The number to call is (800) 969-INFO.
- IBI shall provide on-site training within thirty (30) days of notification.
- On-site training sessions shall have a class size of 12 students, however, the State reserves the right to add additional students to a particular scheduled class. Class size shall not exceed 20 students. The State understands that for class sizes of less than 12 students that the training session cost as stated on the Pricing Pages shall remain the same.
- IBI shall provide students with a course evaluation form at the end of each training session.
- IBI shall provide to every student who successfully completes a course a certificate of completion.
- IBI shall provide manuals and/or workbooks, handouts/related materials for each participant for a given course at no additional cost to the State of Missouri. All contractor supplied manuals, workbooks, and handouts/related materials shall be retained by the participants for future reference.
- IBI understands and agrees that the state agency shall install all software for a given course at the on-site facility.
- Training courses shall be scheduled on a day and at a time mutually agreeable to both the ordering agency and IBI.
- The ordering agency shall provide a facility for each requested course unless other arrangements, mutually agreeable to both the state agency and IBI, are made.
- The instructor(s) and facilitators provided by the contractor for a given training course must be mutually agreed upon, prior to the start date of the training session, by both the state agency and IBI.

#### **8. Scheduling and Cancellation of Training Classes:**

- For on-site training, students will send their registrations through the scheduling agency that will schedule the courses with IBI. This will allow the scheduling agency (1) to recruit additional students if scheduled on-site classes are not filled and/or (2) to make the determination when an insufficient number of students are registered whether it would be economically more feasible either to cancel the on-site class and send the students to contractor-site classes or to postpone the class until greater demand exists. For contractor-site training, students will send their registrations directly to Information Builder's Inc.
- The scheduling agency shall notify IBI, at least fifteen (15) days prior to course schedule date, the location of the on-site training facility.
- For on-site classes, IBI shall send a confirmation memorandum to the scheduling agency within three (3) working days following the scheduling of courses through the scheduling agency. This written confirmation shall provide the student with the following minimum information regarding the scheduled class: name of class, dates(s) and time(s) class will be held.
- For contractor-site classes, IBI shall send a confirmation memorandum to each registered student within three (3) working days following the contractor's receipt of the student's registration. This written confirmation shall provide the student with the following minimum information regarding the scheduled class: name of class, dates(s) and time(s) class will be held, location of the training facility.
- For on-site training, IBI shall notify the scheduling agency in writing of class cancellations at least five (5) working days prior to the date of the scheduled class. For contractor-site training, IBI shall notify each enrolled student in writing of class cancellations at least fifteen (15) working days prior to the date of the scheduled class.

- For contractor-site training, IBI shall allow enrolled students to cancel their class registration by mailing or faxing written notice to the contractor any time up to fifteen (15) working days prior to the date of the scheduled class, at no cost to the state.
- For on-site and contractor-site training, in the event an employee is unable to attend a class for which they are registered, IBI shall allow the state to substitute another employee in their place at no additional cost to the state.
- For on-site training, IBI shall allow the scheduling agency to cancel any on-site class by mailing or faxing written notice to the contractor at any time up to fifteen (15) calendar days prior to the date of the scheduled class at no cost to the state.

## **9. FOCUS/EDA, WebFOCUS & iWAY Consulting Services:**

- Upon request from the state agency for a particular personnel classification, IBI shall provide resume(s) of available consultants. IBI understands and agrees that any state agency requesting services under the contract shall reserve the right to accept or reject any of the IBI's consultant(s).

The state agency shall reserve the right to request and IBI shall provide immediate replacement of any of the IBI's consultant(s) providing services under the contract if deemed to be in the best interests of the state agency.

- The IBI's consulting services shall be available to be provided both on-site at the state agency's location and off-site at IBI's facility. The state agency shall specify whether requested services shall be provided on-site or off-site.

If the IBI's services are requested to be provided on-site at the agency's facility, the state agency shall be responsible for providing necessary office equipment, access to a telephone, necessary computer/communications access and desktop software tools. Except for the necessary EDA/FOCUS product tools and unless otherwise agreed to by the state agency, IBI shall be responsible for costs associated with licensing project specific software tools for their staff that may be necessary to perform a particular consulting service; e.g. project management software tools, etc. Licenses for the EDA/FOCUS product tools for IBI's staff will be provided for by the state agency.

If IBI's services are requested to be provided off-site (within the continental United States), IBI shall be responsible for all computer/communications equipment and computer/communications equipment access costs (both within IBI's organization and to the state agency), all software licensing costs unless otherwise agreed to by the state agency, all equipment costs, and all travel-related expenses.

- IBI shall provide services that support systems development in accordance with the hardware and software environments currently supported by the FOCUS/EDA suite of products.
- Upon request from a state agency, IBI shall assist state staff in the development of models and/or applications for all phases of application development, including activities related to planning, analysis, design, construction, testing, and implementation.

## **10. Reporting Requirements for Consulting Services:**

- If requested by the state agency, IBI shall provide a written report that contains the findings and recommendations to the state agency as they relate to each request. IBI's report shall include, but not necessarily limited to, the following:

Brief summary of the purpose and direction of state agency's request as interpreted by IBI;

Summary of documentation provided by the state agency and reviewed by IBI;

Summary of assumptions under which the review was conducted;

Summary of the areas of the state agency's request which may require further clarification or study;

Summary of available alternative solutions;

Overall cost presentation on the potential impact of alternative solutions;

Recommendation on a course of action or a set of activities that the state agency should consider relative to proceeding in a certain direction;

Additional information as requested by the state agency.

#### **11. Other Contractor Requirements for Consulting Services:**

- Upon request by the State of Missouri, IBI shall provide an oral presentation on a given topic to a group or groups of state agency personnel.
- In the event that IBI recommends any technology policy changes, strategy and/or direction to the state agency as a result of an analysis/study, IBI shall notify and provide a copy of the recommendation to the Office of Information Technology.
- The state agency shall reserve the right to cancel any project by providing the contractor with five (5) working days' advance notice.

#### **12. Project Assessment Quotation for Consulting Services:**

- Project Assessment Quotations: All contract release orders must include a Statement of Work (SOW) and any SOW which includes a total of more than 100 hours, IBI shall understand and agree the state agency shall utilize the Project Assessment Quotation (PAQ) as a means (1) to identify the specific tasks to be performed and (2) to mutually agree upon the total price to be paid to IBI upon completion of the specified tasks. The PAQ process, if utilized by the agency, shall occur in a controlled sequence of proposals and approvals by the agency's designated Project Director as outlined in contract C205048001. On orders with an SOW with a total duration of 100 hours or less, the state agency may, but is not required to utilize the PAQ process.

#### **13. Invoicing and Payment Requirements:**

Training Services Invoicing: The contractor shall submit an itemized invoice, for educational during the previous month, to the ordering agency. The contractor shall submit invoices to the address as designated by the scheduling agency.

- The contractor shall invoice the scheduling agency in accordance with the firm, fixed pricing as stated on the Pricing Pages of this document.
- The contractor's submitted invoice must be itemized with the following information at a minimum:

The title of the class;

The name of the instructor(s);

Class training total amount (NOTE: travel expenses should be listed as a separate itemized amount. See paragraph 3.5.4 below);

The date(s) on which the class was provided;

If on-site, the contractor's allowable travel expenses, detailing the days worked by each assigned staff member as well as their transportation and per diem expenses. If requested by the state, the contractor shall provide time sheets and/or lodging and transportation expenditure receipts.

- Project Assessment Quotation (PAQ) Invoicing for Consulting Services: IBI shall submit an itemized invoice to the specific state agency requesting services under the contract for the provision of consulting services upon completion of and in accordance with the mutually agreed upon milestones for compensation of project costs for IBI's project work (as specified in applicable Project Assessment Quotation). IBI shall submit invoices to the address as designated by each applicable requesting state agency. If requested by the state agency in order to validate applicability of billed travel expenses, IBI's project manager shall provide applicable time sheets (i.e., to include consultant's name and applicable dates services were provided) indicating the hours worked each day on the agency's project for on-site work.

The Project Assessment Quotation may include pricing for already developed components that would otherwise be developed through this contract, if available, that are wrapped with services and embedded within the specific application.

- Non - Project Assessment Quotation Project Invoicing for Consulting Services: If a Project Assessment Quotation is not utilized, IBI shall invoice the applicable state agency in accordance with the firm, fixed hourly price(s) stated on the Pricing Pages of this document. IBI's invoice for consulting services shall specify each consultant's actual hours spent working on the assigned project tasks and the appropriate firm, fixed hourly price for the consultant's personnel classification as indicated on the Pricing Pages. IBI shall only invoice for services listed on the Pricing Pages that have been provided by the consultants. If requested by the state agency, IBI's project manager shall support all hours invoiced with detailed time sheets (i.e., to include consultant's name and applicable dates services were provided) indicating the hours worked each day on the agency's project for both on-site and off-site work.

#### **14. Travel Expenses:**

IBI shall be reimbursed for actual and reasonable travel expenses incurred in conducting services, in accordance with the following standards:

Travel Expenses: If services are requested to be provided on-site at the agency's facility, the contractor shall be reimbursed for actual and reasonable expenses in accordance with the Office of Administration's travel regulations (<http://www.sos.state.mo.us/adrules/csr/current/1csr/1c10-11.pdf>). The State of Missouri reserves the right to assess the reasonableness of the contractor's travel expenses in accordance with the Maximum Per Diem Rates for lodging, meals and incidental expenses specified for the state of Missouri on the General Services Administration (GSA) web site, [www.policyworks.gov](http://www.policyworks.gov). At the request of the agency, the contractor shall submit copies of the original receipts for lodging, meals, airfare, mileage etc., to the agency. In the event the contractor's travel expenses for lodging and meals are determined by the State of Missouri to be unreasonable, the State of Missouri reserves the right to reimburse the contractor in accordance with the maximum rates specified for Missouri on the GSA web site.

Travel time from IBI's support staff's office or residence to the state agency facility and travel time from the state agency facility to IBI's support staff's office or residence shall not be considered billable time. [IBI's travel time is not considered billable time against the initial engagement or any subsequent engagement.]

Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to IBI.

**PRICING PAGES**

**1. On-site iWAY Training Course Pricing (Commodity Code 92091):**

<b>Class Duration</b>	<b>Students Per Class</b>	<b>Total Cost Per Class</b>	<b>Cost For Each Additional Student Over 10</b>
5 Days	10 Students	\$14,348	\$101 per student/per day
4 Days	10 Students	\$11,482	\$101 per student/per day
3 Days	10 Students	\$8,615	\$101 per student/per day
2 Days	10 Students	\$6,001	\$101 per student/per day
1 Day	10 Students	\$2,872	\$101 per student/per day

**2. On-site FOCUS/WebFOCUS Training Course Pricing (Commodity Code 92091):**

<b>Class Duration</b>	<b>Students Per Class</b>	<b>Total Cost Per Class</b>	<b>Cost For Each Additional Student Over 10</b>
5 Days	10 Students	\$13,141	\$101 per student/per day
4 Days	10 Students	\$10,505	\$101 per student/per day
3 Days	10 Students	\$7,800	\$101 per student/per day
2 Days	10 Students	\$5,255	\$101 per student/per day
1 Day	10 Students	\$2,630	\$101 per student/per day

**3. Contractor-Site “Open Enrollment” Course Pricing (Commodity Code 92091):**

<b>Class Duration</b>	<b>Unit Of Measure</b>	<b>Total Cost Per Student Per Class</b>
5 Days	Each Student	\$3,728
4 Days	Each Student	\$2,982
3 Days	Each Student	\$2,237
2 Days	Each Student	\$1,491
1 Day	Each Student	\$746

**PRICING PAGES - continued**

**4. PRICING PAGE FOR CONSULTING SERVICES (Commodity Code 92027)**

<b>PERSONNEL CLASSIFICATION TITLE</b>	<b>FIRM, FIXED HOURLY PRICE</b>
<b>PROJECT MANAGER (PMP Certified and Non-Certified):</b>	
Implementation Manager	\$199.00
Project Leader	\$178.00
Administrator	\$50.00
<b>TECHNICAL CONSULTANTS</b>	
System Integration Engineer	\$178.00
iWAY System Integration Engineer	\$189.00
<b>BUSINESS ANALYSTS</b>	
Data Warehouse Specialist	\$178.00
Technical Writer	\$73.00
<b>LOGIC SPECIALISTS (PROGRAMMERS)</b>	
Web Developer	\$165.00
Senior Programmer	\$157.00
Developer	\$136.00

**OTHER COSTS (Commodity Code 92027)**

<b>DESCRIPTION</b>	<b>COST</b>	<b>UNIT OF MEASURE</b>	<b>COMMENTS</b>
<b>OPTIONAL OTHER PRICES:</b>			
Course Customization	\$1,691.00	1 Day Increments	Customize Exercises
Classroom Install	\$1,355.00	1 Day Increments	Installation of Product in Classroom