



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

NOTIFICATION OF STATEWIDE CONTRACT

November 9, 2011

CONTRACT TITLE: IT CONSULTING SERVICES

CURRENT CONTRACT PERIOD: JULY 1, 2011 THROUGH JUNE 30, 2012

BUYER INFORMATION: Name Julie Lombard, CPPB
 Phone 573-751-4148
 Email address Julie.Lombard@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 **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.

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

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C206014001	4316344700 0	Rose International 3225 West Truman Blvd. Jefferson City, MO 65109 Contact: John Truesdell Phone: (888) 430-7673 Email: jtruesdell@roseint.com Fax: (636) 532-6106	MBE/WBE <u>Prime Contractor:</u> Rose International (B00033) <u>Subcontractors:</u> Huber & Associates (W00715) RCH (W00582) P-Strada (B01986)	Yes

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C206014002	2003431800 0	<p>RKV Technologies 1002 Diamond Ridge Suite 1200 Jefferson City, MO 65109</p> <p>Contact: Robert Myers Phone: (573) 635-9979 Email: bob.myers@rkvtechnologies.com Fax: (573) 635-9982 Cell: (314) 609-2481</p>	<p>Yes; Subcontracting 10% MBE and 5% WBE</p> <p><u>Subcontractors:</u> IRG (M00839) Incredible Web Co. (M02037) Huber & Associates (W00715) PSRI (B00332) Creative Solutions Grp (B02016)</p>	Yes
C206014003	0203643680 0	<p>Aspect Software Inc. 300 Apollo Dr Chelmsford, MA 01824</p> <p>Contact: Jim McPherson Phone: (978) 905-3555 Fax: (978) 244-7427 Email: jim.mcpherson@aspect.com</p> <p>CURRENTLY NOT RENEWED!</p>	<p>Yes; Subcontracting 10% MBE and 5% WBE</p> <p><u>Subcontractors:</u> Huber & Associates (W00715) NextGen (B01328) The Newberry Grp (B00340)</p>	Yes
C206014004	0424371660 0	<p>Keane, Inc. 100 City Square Boston, MA 02129</p> <p>Contact: Alexandre (Sasha) Vasko Phone: (573) 353-8948 Email: Alexandre.Vasko@keane.com</p>	<p>Yes; Subcontracting 10% MBE and 5% WBE</p> <p><u>Subcontractors:</u> PSRI (B00332) Erudite Solutions (B01722)</p>	Yes

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C206014005	3820468330 1	<p>CIBER, Inc. 12312 Olive Blvd., Suite 175 St. Louis, MO 63141</p> <p>Contact: Bob Borgstede Phone: (314) 434-7900 ext. 206 Email: bborgstede@ciber.com Fax: (314) 434-1117</p> <p>CURRENTLY NOT RENEWED!</p>	<p>Yes; Subcontracting 10% MBE and 5% WBE</p> <p><u>Subcontractors:</u> Huber & Associates (W00715) PSRI (B00332) MACC (B01203) MG Technology (B01914)</p>	Yes
C206014006	130871985 3	<p>IBM Corporation 1005 IKON Dr., Suite G Jefferson City, MO 65109</p> <p>Contact: John Wegman Phone: (573) 632-2218 Email: jlwegma@us.ibm.com Fax: (573) 632-2256</p> <p>OR</p> <p>Contact: James Cannon Phone: (816) 556-6074 Email: cannonja@us.ibm.com Fax: (816) 556-6186</p>	<p>Yes; Subcontracting 10% MBE and 5% WBE</p> <p><u>Subcontractors:</u> Apollo (M03100) Huber & Associates (W00715) PSRI (B00332) Rose International (B00033)</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
07/01/11 to 06/30/12	11/9/11	<p>PARTIAL Renewal of contracts through 6/30/12. All pricing remains the same.</p> <p>Since DPMM did NOT receive renewal responses for contract C206014003 (Aspect Software) and C206014005 (CIBER) previously, their contracts were not extended.</p> <p>All other terms and conditions shall remain the same.</p> <p>Efforts are underway to replace this contract through RFP B2Z11055.</p>
07/01/11 to 12/31/11	7/7/11	<p>PARTIAL Renewal of contracts through 12/31/11. All pricing remains the same.</p> <p>Did NOT receive renewal responses for contract C206014003 (Aspect Software) and C206014005 (CIBER).</p> <p>All other terms and conditions shall remain the same.</p> <p>Efforts are underway to replace this contract through RFP B2Z11055.</p>
07/01/10 to 06/30/11	08/16/10	<p>Notification that contract C206014003 was amended to assign the contract in its entirety from Quilogy, Inc. to Aspect Software, effective 06/18/10. The contract has also been renewed at the same pricing as last year.</p> <p>All new orders, payments, and contract correspondence shall utilize Vendor Number 0203643680 0.</p> <p>All other terms and conditions shall remain the same.</p>
07/01/10 to 06/30/11	6/24/10	<p>Contract Renewal for C206014001 through C206014006. DPMM Buyer information has also been updated (see cover page).</p> <p>PLEASE NOTE: Contract C206014003 has not been renewed yet due to the need to assign the contract from Quilogy to Aspect Software which has not yet been completed.</p>
07/01/09 to 06/30/10	11/9/09	<p>DPMM buyer contact name change and email change – as listed on cover page of this notice.</p>
07/01/09 to 06/30/10	11/05/09	<p>New vendor contact information for Quilogy and Keane.</p>
07/01/09 to 06/30/10	07/01/09	<p>Contract Renewal for C206014001 through C206014006.</p>
07/01/08 to 06/30/09	7/14/08	<p>New email address for RKV Technologies listed on cover page of this statewide notice. Email: bob.myers@rkvtechnologies.com</p>
07/01/08 to 06/30/09	06/13/08	<p>Contract Renewal for C206014001 through C206014006</p>

Contract Period	Issue Date	Summary of Changes
7/1/07 to 6/30/08	6/4/2008	<p>Notification that contract C206014002 was amended to assign the contract in its entirety from Tier Technologies to RKV Technologies, Inc. effective 5/30/08.</p> <p>All new orders, payments, and contract correspondence shall utilize Vendor Number 2003431800 0.</p> <p>All other terms and conditions shall remain the same.</p>
7/1/07 to 6/30/08	6/25/07	<p>Employer-Employee Vs. Independent Contractor - IRS Rule Test/Worksheet. Refer Attachment 2 at end of this document.</p> <p>Missouri Court's have used the IRS's "twenty-factors test" to determine if a person is an employee or an independent contractor – See Attachment 2 located at the end of this statewide notice. As the Missouri Court of Appeals noted, there is no magical number in determining whether a person is an employee or an independent contractor. However, weighing the 20 factors [listed in Attachment 2] is generally an accepted method in making the determination. If a majority of factors weigh in favor of one status over another, then the courts will support the decision-makers findings.</p> <p>According to the IRS's Code Section 3509, if you classify an employee as an independent contractor but it is later determined otherwise, then you (the employer) are liable for the employment taxes for that worker plus a penalty and any interest assessed. Likewise, Section 3509 states employer must pay all taxes (including income, social security and Medicate) plus 1.5% of the wages paid as a penalty.</p>
7/1/07 to 6/30/08	6/12/07	RENEWAL OF CONTRACTS. Pricing remained the same for all contractors except for IBM in Category 7.
4/26/06 to 6/30/07	1/9/07	Updated information regarding CIBER being a tertiary contractor on Category 6 on the table below (page 5) and added information to paragraph 3.1.8 subparagraph e as it pertains to evaluation of competitive PAQs.
4/26/06 to 6/30/07	10/25/06	<p>Notification that PAQs for Rose International needs to be sent to new Jefferson City address location as revised on the vendor contact cover pages herein.</p> <p>Rose International 3225 West Truman Blvd. Jefferson City, MO 65109</p>
4/26/06 to 6/30/07	8/14/06	<p>Notification that PAQs for RKV Technologies (formerly Tier Technologies) needs to be sent to Tier's local Jefferson City address location as revised on the vendor contact cover pages herein.</p> <p>RKV Technologies (formerly Tier Technologies) 1002 Diamond Ridge, Suite 1200 Jefferson City, MO 65109</p> <p>Contact: Robert Myers Phone: (573) 635-9979</p>

Contract Period	Issue Date	Summary of Changes
4/26/06 to 6/30/07	8/3/06	Contract C206014004 assigned from Keane Federal Systems to Keane, Inc. due to vendor's internal reorganization. New vendor number: 0424371660 0
4/26/06 to 6/30/07	5/26/06	Revised PAQ Form to include space for contractor address and other contractor contact information. Signature lines moved to second page of the PAQ form. See Attachment 1.
4/26/06 to 6/30/07	4/26/06	Initial issuance of new statewide contract

CONTRACT/CONTRACTOR REFERENCE TABLE

Contract Number	Contractor	Primary, Secondary, or Tertiary Contractor	Category Description
C206014001	Rose International	Primary for All Categories	Category 1 (Project Management / Project Oversight) Category 2 (Architecture) Category 3 (Infrastructure) Category 4 (Business Analysis) Category 5 (Development Solutions) Category 6 (Data Management) Category 7 (Security, Privacy, & Accessibility)
C206014002	RKV Technologies (formerly Tier Technologies)	Secondary for Categories 1, 3 – 6	Category 1 (Project Management / Project Oversight) Category 3 (Infrastructure) Category 4 (Business Analysis) Category 5 (Development Solutions) Category 6 (Data Management)
C206014003	Aspect Software	Tertiary for Category 1	Category 1 (Project Management / Project Oversight)
C206014004	Keane Federal Sys.	Secondary for Category 2 Tertiary for Categories 3 - 5	Category 2 (Architecture) Category 3 (Infrastructure) Category 4 (Business Analysis) Category 5 (Development Solutions)
C206014005	CIBER, Inc.	Tertiary for Categories 2 & 6 Secondary for Category 7	Category 2 (Architecture) Category 6 (Data Management) Category 7 (Security, Privacy, & Accessibility)
C206014006	IBM Corporation	Tertiary for Category 7	Category 7 (Security, Privacy, & Accessibility)

NOTE: For those state agencies whose IT units have been consolidated and are under the direction of the Information Technology Services Division (ITSD), the contractors understand and agree that all PAQ work must be reviewed and approved by the ITSD prior to the agency's issuance of a Purchase Order (PO) to the contractor authorizing the start and provision of services. The ITSD reserves the right to request modifications to a PAQ or terminate a PAQ that does not meet State of Missouri Architectural Standards. **See Attachment 1 at the end of this notice for revised PAQ Form.**

For PAQ ITSD Approval please contact **Ron Thomas** at 751-1583 or at Ron.Thomas@oa.mo.gov.

1.1 Purpose:

- 1.1.1 This document provides general information regarding the established statewide contracts for the provision of information technology consulting services as specified herein for various agencies located throughout the state of Missouri on an as needed, if needed basis in accordance with the requirements and provisions stated in contracts C206014001 - 006.
- 1.1.2 The contracts shall be construed as a preferred use contract, which means all state agencies should use the contract for the services specified herein, if such services are needed. 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 agency's specific project and/or to continue to utilize valid existing consulting services contracts, if determined to be in the state's best interests.

2. CONTRACTUAL REQUIREMENTS

2.1 Contract Period:

- 2.1.1 The original contract period shall be April 26, 2006 through June 30, 2007. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period.

2.2 Renewal Options: (abbreviated - see contract for full text):

- 2.2.1 The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for five (5) additional one-year periods or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

Contract # / Contractor	Renewal Option % listed sequentially
C206014001 / Rose International	0%, 0%, 0%, 0%, & 0%
C206014002 / RKV Technologies (formerly Tier Technologies)	0%, 2%, 2%, 4%, & 6%
C206014003 / Aspect Software	0%, 1%, 2%, 2.5%, & 3%
C206014004 / Keane Federal Sys	0%, 2%, 3%, 4%, & 5%
C206014005 / CIBER	0%, -1%, 1%, 3%, & 5%
C206014006 / IBM	4%, 8.16%, 12.49%, 15.30%, & 18.18%

2.3 Price:

- 2.3.1 All prices shall be as indicated on the Pricing Pages in Exhibit A. 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.

2.4 Business Associate Provisions (abbreviated - see contract for full text):

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

- a. The contractor shall agree and understand that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR parts 160 and 164, including, but not limited to the following:
 - 1) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
 - 2) “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 164, subpart C.
 - 3) “Individual” shall have the same meaning as the term “individual” in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
 - 4) “Protected Health Information” shall mean individually identifiable health information:
 - (1) Except as provided in paragraph (2) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
 - (2) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity [state agency] in its role as employer.
 - 5) “Electronic Protected Health Information” shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of protected health information as specified above.
- b. The contractor shall agree and understand that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.
- c. The contractor shall agree the state agency must comply with 45 CFR 160 and 45 CFR 164, as currently in effect and as may be amended at some later date, and that to achieve such compliance, the contractor must appropriately safeguard Protected Health Information (as that term is defined in 45 CFR 164.501), which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein.
- d. The state agency and the contractor agree to amend the contract as is necessary for the state agency to comply with the requirements of the Privacy Rule and HIPAA requirements.

2.4.2 Obligations of the State Agency:

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

2.5 Insurance: (abbreviated - see contract for full text):

2.5.1 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.

2.6 Subcontractors: (abbreviated - see contract for full text):

2.6.1 The use of subcontractors shall be limited to circumstances in which the contractor determines a subcontractor's services are needed to fulfill the requirements of the contract, including the requirements of any specific agency project. The contractor must not add subcontractors with the intention of simply accommodating a vendor or state agency's desire for a particular vendor to have a contracting vehicle for engagements in which the contractor does not serve in a prime contractor capacity.

2.7 Termination:

2.7.1 The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

2.8 Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Participation: (abbreviated - see contract for full text):

2.8.1 The contractor must comply with the MBE/WBE participation levels committed to in the contractor's awarded proposal.

CONTRACT #/ CONTRACTOR	MBE/ WBE
C206014001 / Rose International	<p style="text-align: center;">MBE/WBE <u>Prime Contractor:</u> Rose International (B00033)</p> <p style="text-align: center;"><u>Subcontractors:</u> Huber & Associates (W00715); RCH (W00582) P-Strada (B01986)</p>
C206014002 / RKV Technologies (formerly Tier Technologies)	<p style="text-align: center;">Subcontracting 10% MBE and 5% WBE</p> <p style="text-align: center;"><u>Subcontractors:</u> IRG (M00839); Incredible Web Co. (M02037); Huber & Associates (W00715); PSRI (B00332); Creative Solutions Grp (B02016)</p>
C206014003 / Aspect Software	<p style="text-align: center;">Subcontracting 10% MBE and 5% WBE</p> <p style="text-align: center;"><u>Subcontractors:</u> Huber & Associates (W00715); NextGen (B01328); The Newberry Grp (B00340)</p>
C206014004 / Keane Federal Sys	<p style="text-align: center;">Subcontracting 10% MBE and 5% WBE</p>

CONTRACT #/ CONTRACTOR	MBE/ WBE
	<p style="text-align: center;"><u>Subcontractors:</u> PSRI (B00332); Erudite Solutions (B01722)</p>
C206014005 / CIBER	<p style="text-align: center;">Subcontracting 10% MBE and 5% WBE</p> <p style="text-align: center;"><u>Subcontractors:</u> Huber & Associates (W00715); PSRI (B00332); MACC (B01203); MG Technology (B01914)</p>
C206014006 / IBM	<p style="text-align: center;">Subcontracting 10% MBE and 5% WBE</p> <p style="text-align: center;"><u>Subcontractors:</u> Apollo (M03100); Huber & Associates (W00715); PSRI (B00332); Rose International (B00033)</p>

2.9 Cooperative Procurement:

2.9.1 All contractors have indicated agreement in Exhibit D with participation in the Cooperative Procurement Program, the contractor shall provide IT Consulting 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, which is available on the internet at: <http://www.moga.mo.gov/statutes/c000-099/0670000360.htm>.) The contractors understand and agree 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.

2.10 Property of State/Confidentiality:

2.10.1 All reports, documentation, and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the State of Missouri. 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. Upon expiration, termination, or cancellation of the contract, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall become the property of the state agency.

- a. For software development, at the request of the agency, that is developed in its entirety to fulfill requirements of support services to be provided pursuant to the contract, the developed software program, component, or module shall become the property of the State. The contractor shall provide source code directly to the state agency, documentation, and training to enable the state agency to assume operation and maintenance of the developed software.
- b. All software developed under the contract pursuant to the requirements specified herein shall be considered uncopyrighted because the source code (i.e., an electronic copy of the Source Code) shall become public domain and as such the State of Missouri reserves the right to share the source code of the developed application module with other entities without restriction or limitations from the contractor. Any modifications and derived works of the developed software that is developed by the State of Missouri or any contractor hired by the State of Missouri shall also be considered public domain. This requirement does not apply to the contractor's previously copyrighted software intellectual property, third-party packaged off-the-

shelf software modules provided as part of the system solution and it shall not apply to third-party packaged tools used for the development of the specific application module. NOTE: The source code for a work shall be defined as the preferred form of the work for making modifications to it. For an executable work, complete source code shall be defined as all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the executable.

2.11 Substitution of Personnel:

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

2.12 Prohibitive Hiring:

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

2.13 Entire Agreement:

2.13.1 A binding contract shall consist of: (1) the RFP, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including the contractor's BAFO, (3) clarifications of the proposal, if any; and (4) Division of Purchasing and Materials Management (DPMM)'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. The State of Missouri shall not sign or execute any additional contract, license, or other agreements containing contractual terms and conditions as a result of this procurement. Agency and/or Cooperative Procurement (if applicable) End Users of the contract may place orders under this contract in accordance with the stated procedures, provided such orders do not change the contract terms and conditions. Under no circumstances may a PAQ issued under the contract agreement change or modify any of the terms, conditions, and provisions of the contract.

2.13.2 A notice of award does not constitute an authorization or a directive to proceed with services. Before providing services, the contractor must receive a properly authorized purchase order unless the purchase is equal to or less than \$3,000. Purchases equal to or less than \$3,000 may be processed with a purchase order at the discretion of the state agency.

2.13.3 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

2.13.4 Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or

no other document, including correspondence from the state agency, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

3. PERFORMANCE REQUIREMENTS

3.1 General Requirements: (abbreviated - see contract for full text):

- 3.1.1 The resulting contract shall be construed as a preferred use contract, which means all state agencies should use the contract for the services specified herein, if such services are needed. 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 agency's specific project and/or to continue to utilize valid existing consulting services contracts, if determined to be in the state's best interests.
- 3.1.2 When the contractor is requested to perform services on-site at an agency facility, the work performed must occur during the normal business hours, unless the agency has otherwise authorized after-hours access for the contractor. It shall be at the agency's sole discretion as to allow the contractor's staff any after-hours access to the agency facility.
- a. No overtime payment shall be allowed. Compensation for the contractor shall only be made pursuant to the hourly rates specified in Exhibit A in accordance with the total PAQ price.
- 3.1.3 Upon request from the state agency for a particular personnel classification, the contractor shall provide resume(s) of available consultants [Refer to applicable contract for listing of resumes submitted with contractors' proposals and their Guaranteed Minimum Expertise and Experience Levels for each job classification]. The contractor shall understand and agree that any state agency requesting services under the contract shall reserve the right to accept or reject any of the contractor's consultant(s).
- a. All of the contractor's consultants providing services to the state must be authorized to work in the United States in accordance with applicable federal and state laws and regulations.
- b. Offshore services shall not be provided under the resulting contract(s).
- c. The state agency shall reserve the right to request and the contractor shall provide immediate replacement of any of the contractor's consultant(s) providing services under the contract if deemed to be in the best interests of the state agency.
- d. The contractor's repeated failure to provide personnel from a proposed personnel classification when requested by an agency shall constitute a material breach of the contractor's obligations which may result in cancellation of the contract, at the State of Missouri's sole option. Additionally, the contractor's repeated failure to respond affirmatively to agency requests for consulting services in a particular category(ies) of service without reasonable basis as solely determined by the State of Missouri shall also constitute a material breach of the contractor's obligations which may result in cancellation of the contract, at the State of Missouri's sole option.
- 3.1.4 The contractor's consulting services must be available to be provided both on-site at the state agency's location and off-site at the contractor's facility. The state agency shall specify whether requested services must be provided on-site, off-site, or a combination thereof. It is anticipated that most state agency consulting service needs shall require on-site services.
- a. On-site services shall be defined as a project engagement where the contractor's staff is performing work in a state agency provided facility.
- 1) If the contractor's services are requested to be provided on-site at the agency's facility, the state agency will provide adequate workspace (as determined by the State of Missouri) for the contractor's staff and the state agency shall be responsible for providing necessary office equipment, access to a telephone,

necessary computer/communications access, and project-specific software and desktop suite software if specified by the agency as a project requirement. (Note: The contractor shall be responsible for costs associated with licensing software tools that may be necessary to perform a particular consulting service – e.g. project management software tools needed when performing project management consulting services. However, any software used should be the same as or compatible with the software used by the agency for which the work is being performed.) If available and necessary, the state agency may provide limited clerical support and supplies and printing facilities.

2) *No separate or additional travel expense payments and/or reimbursements shall be made to the contractor for providing any on-site services, since the contractor's travel expenses are required to be reflected/incorporated into the per hour rates specified in Exhibit A.*

b. Off-site services shall be defined as a project engagement where the contractor's staff is performing work in the contractor's own facilities.

1) If the contractor's services are requested to be provided off-site, the contractor shall be responsible for all office space, all computer/communications equipment and computer/communications equipment access costs (both within the contractor's organization and to the state agency), all software licensing costs unless otherwise agreed to by the state agency, and all equipment costs.

2) The contractor's off-site facility(ies) available under the contract must be located within the continental United States. *No travel expenses shall be charged or assessed to the state agency for any off-site consulting services.*

3.1.5 The contractor's consultants must adhere to the contracting state agency's policies pertaining to acceptable use (Internet and electronic mail), facility and data security, press releases, and public relations. Upon initiation of engagement, the contractor should review the individual agency's policies pertaining to acceptable use (Internet and email), facility and data security, press releases, and public relations with the state agency's IT Director or their designee.

3.1.6 The contractor must represent himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Consequently, the contractor shall understand and agree the individual consultants provided by the contractor shall not be utilized on any project in such a manner that conflicts with U.S. Internal Revenue Service and/or U.S. Department of Labor laws and regulations pertaining to distinctions between employees and contractors.

a. The contractor's consultants shall work under the direction of the contractor's management.

b. *The contractor shall understand and agree the individual consultants provided by the contractor shall only be utilized for project-specific work. They must not be used for staff augmentation purposes. State agency needs for temporary staff augmentation shall be handled through a separate procurement effort.*

NOTE: It is recommended that the PAQ pricing should be based on specific deliverable components of the project and not based on monthly billing. Make sure you pay only for what is received/delivered. It is permissible to structure payments where a percentage of the total deliverable component is paid upon initial delivery to the agency and the remaining percentage payment is paid upon successful completion of agency/user testing/review of the deliverable component (*i.e., 60% payment on delivery and 40% payment upon user acceptance of the component. If utilizing this sort of payment stream, the percentages are to be mutually agreed to between the agency and the contractor*). Be sure to clearly define what will constitute as user acceptance of a deliverable component that will trigger payment to the contractor.

If the contractor fails to deliver all the functions/items of the previously agreed to deliverable component then the agency should withhold payment until all functions/items of that deliverable have indeed been given to the agency. From a contracting perspective you should never pay in advance for something you have not received yet.

3.1.7 If requested by the State of Missouri after award of the contract, the contractor must, at no cost to the State of Missouri, participate in an “open house” to acquaint state agencies with the resulting contract, its available categories and all awarded contractors’ organizations. The “open house” will be hosted by the Division of Purchasing and Materials Management and the Information Technology Services Division (ITSD) in Jefferson City at a state office facility. The contractor may provide handouts to state agencies, but must not distribute items of value.

3.1.8 State agencies shall be required to utilize the primary contractor unless:

- a. The primary contractor cannot provide the services in the time frame requested by the state agency (in such event, the agency shall utilize the secondary contractor unless the secondary contractor cannot provide the services in the time frame requested by the state agency in which case the agency shall utilize the tertiary contractor);
- b. The state agency has documented to the Division of Purchasing and Materials Management in writing receiving unsatisfactory services applicable to the primary contractor’s work performance (in such event, the agency shall utilize the secondary contractor unless the state agency has also documented receiving unsatisfactory services applicable to the secondary contractor’s work performance in which case the agency shall utilize the tertiary contractor);
- c. The primary contractor’s Project Assessment Quotation is unacceptable (in such event, the agency shall utilize the secondary contractor unless the secondary contractor’s Project Assessment Quotation is unacceptable in which case the agency shall utilize the tertiary contractor); or
- d. If in the opinion of the State there exists a potential conflict of interest with the primary contractor on a given project (in such event, the agency shall utilize the secondary contractor unless a potential conflict of interest also exists with the secondary contractor in which case the agency shall utilize the tertiary contractor). In no event shall a contractor be selected under category 1 “Project Management/Project Oversight, for a project in which that same contractor is providing services under a different category of consulting services for that project (*i.e., the contractor hired for developing a software application cannot perform project oversight on their own project developing services*); or
- e. The state agency desires for the primary, secondary and tertiary contractors to all submit a draft Project Assessment Quotation for the agency’s review and selection. In such instances, the agency will advise the contractors when sending out their PAQ request, what evaluation criteria will be utilized to evaluate the PAQ responses. However, state agencies will attempt to insure such evaluation criteria do not unduly restrict or hinder the contractor’s ability to utilize their proposed M/WBE subcontractors. The agency shall document in an evaluation report their justification for the PAQ award which is a summary explanation of the agency evaluator(s) judgments and conclusions regarding the PAQ responses. This evaluation report shall be considered a matter of public record pursuant to RSMo. 610.021 and may be made available to the general public upon their request. In such event, **before providing work on the project**, the selected

contractor must receive a properly authorized Purchase Order except the state agency may authorize an obligation of less than \$3,000.00 pursuant to the terms of the contract without the official encumbrance of funds (i.e. without the issuance of a properly authorized Purchase Order).

NOTE: Whenever possible within the IT consulting services category applicable to the particular agency project, agencies are encouraged to have the primary, secondary, and tertiary contractors to all submit a draft PAQ for agency’s review and selection to encourage competition and promote the lowest and best PAQ response for the agency’s project.

3.1.9 The contractor must notify both the requesting state agency and the Division of Purchasing and Materials Management in writing when they are unable to offer consulting services when a specific request for service is submitted to the contractor.

3.2 Specific Requirements: (abbreviated - see contract for full text):

3.2.1 Description of Categories as follows:

Category One - Project Management/Project Oversight:

Primary:	Rose International
Secondary:	RKV Technologies (formerly Tier Technologies)
Tertiary:	Aspect Software

Includes management of Information Technology projects in the nine project management knowledge areas defined by the Project Management Institute in the Guide to the Project Management Body of Knowledge:

- 1) Project Integration Management
- 2) Project Scope Management
- 3) Project Time Management
- 4) Project Cost Management
- 5) Project Quality Management
- 6) Project Human Resource Management
- 7) Project Communication Management
- 8) Project Risk Management
- 9) Project Procurement Management

The contractor shall be able to provide Project Management Institute Project Management Professional (PMP)-certified project managers as well as non-certified project managers.

Category Two - Architecture:

Primary:	Rose International
Secondary:	Keane Federal Systems
Tertiary:	CIBER, Inc

Assist in the development of technical architecture including the facilitation of discipline and domain discovery workshops, technical research, documentation and writing, technical environment analysis, infrastructure analysis, infrastructure planning and impact analysis. Activities may be at the agency level or the State enterprise level. Familiarity with the National Architecture Template as developed by NASCIO; the National Association of State Chief Information Officers is highly desirable. Review standards, practices and principles for IT including organizational structure review, infrastructure planning and technology research.

Category Three - Infrastructure:

Primary:	Rose International
Secondary:	RKV Technologies (formerly Tier Technologies)
Tertiary:	Keane Federal Systems

Missouri's infrastructure environment consists of large general-purpose mainframes operating in a consolidated data center environment, multiple mid-range systems consisting largely of RS/6000s (pSeries) operating with AIX and AS/400s (iSeries) operating with OS/400 as well as micro solutions consisting largely of NT (Windows) servers with Windows desktops. This category is specifically established to support State acquisition of services supporting all infrastructure environments with such tasks as configuring environmental and operating systems, installation and configuration of development software, capacity planning, disk utilization, database management and administration, resource management, disaster recovery, system testing, middleware configuration and management, system platform interface and integration development and technology transition. Desired middleware product techniques that allow for unattended queuing and transmission of transactions and for the retention of the sent transactions in the event the receiving platform/application is unavailable at the time of transmission until availability is reestablished and then the unattended transmission is retried are desired. Integration across disparate platforms can include but not be limited to micro to midrange to mainframe, Unix to MVS to NT to OS/400, Internet to block mode to GUI applications, block mode single tier to multi-tier client server applications and multiple combinations thereof. Contractor must therefore provide skill sets in all of the infrastructure environments specified.

Category Four – Business Analysis:

Primary:	Rose International
Secondary:	RKV Technologies (formerly Tier Technologies)
Tertiary:	Keane Federal Systems

Assist in project requirements definition, providing decision analysis of various solutions or methodologies for resolving a particular business issue, business process re-engineering analysis, cost/benefit analysis, implementation planning and scheduling, solution testing, business workflow analysis; analyzing specific problems and documenting alternatives to address a given problem (feasibility analysis); reviewing departmental and expenditure plans; analyzing information technology needs and requirements (to support agencies' requests for hardware, software, and/or personnel); technology consolidation reviews, examining alternatives for information technology-related problem resolution; preparing and/or reviewing information technology-related total cost of ownership/return on investment proposals and formulating alternative solutions; participating (with state agency personnel) in conducting risk assessments for projects and in the development of risk mitigation strategies and plans in compliance with the State's Risk Management Program; participating (with state agency personnel) in the preparation of application system requirements; and documentation/manual writing. Services required in this category generally address niche solutions and technologies but do not result in an end-product but more geared towards decision analysis and processes to be performed.

Category Five - Development Solutions:

Primary:	Rose International
Secondary:	RKV Technologies (formerly Tier Technologies)
Tertiary:	Keane Federal Systems

Application development to support business solution implementation. Application development can be for the mainframe environment, midrange environment and for workstation solutions or workgroup level development. Work may include business analysis, systems analysis, application design, application coding/programming, application testing, logical and physical network design, diagnostic activity, load balancing and management reviews, application documentation and technical writing. Design and development requires proficiency with technology and language requirements of CICS command level Cobol, AIX scripts and crons, C, C++, AS/400

Cobol and RPG, Visual Basic, .NET, Notes, Java, Allfusion (Cool Suite Software), Websphere, and other programming languages and scripting. Application development techniques may include Graphical User Interface, component based development, object oriented programming and application integration across disparate platforms. Services required also include Internet/web consulting services, including web authoring tools and guides, Internet tools and utilities, and associated services including applet programming, web page design and layout, graphics, training, and modernizing of legacy systems to web enabled applications. The contractor must provide consultants to cover all aspects, skills sets, etc. listed in this category; however, Exhibit A pricing shall include pricing for consultants specializing in .NET, Websphere, and Allfusion (formally COOL:GEN Suite of software).

Category Six – Data Management:

Primary:	Rose International
Secondary:	RKV Technologies (formerly Tier Technologies)
Tertiary:	CIBER, Inc.

Data warehousing, data mining, data cleansing, data conversion, data profiling, data integrity, data protection, data validation, backup & recovery, data Extract/Transform/Load (ETL), and data reporting services. Requires proficiency with technology and language requirements of Oracle, SQL, DB2, Cognos, Crystal, FOCUS, and other level-related databases and reporting tools.

Category Seven - Security, Privacy and Accessibility:

Primary:	Rose International
Secondary:	CIBER, Inc.
Tertiary:	IBM Corporation

Security Expertise related to Information Technology Access Controls; Telecommunications and Networks, Management Practices; Information Technology Policy; Classification and Control; Incident Handling; Awareness and Training; Business Continuity; Compliance; Risk Reviews; Architectures and Models; Laws, Investigations and Ethics; Application and Systems Development; Cryptography; Computer Operations Security; and Physical Controls. Privacy and accessibility expertise related to the Americans with Disabilities Act and Federal Section 508 compatibility reviews and solution determination; privacy issues surrounding Health Insurance Portability and Accountability Act (HIPAA). The contractor must provide Certified Information System Security Professional" (often referred to as CISSP) consultants for this category. CISSP is administered by the International Information Systems Security Certification Consortium, Inc., or (ISC)². Refer to the following web site for more information regarding this certification at www.isc2.org.

3.2.2 Upon request from a state agency, the contractor shall provide, but not be limited to, the following information technology related services:

- a. Making presentations on specific information technology related topics;
- b. Participating in the development of metrics for applications development. Metrics must be developed in accordance with the current prescribed State of Missouri performance measures. The International Function Point User Group's function point analysis and The Balanced Scorecard are two acceptable methods.
- c. Upon request by the State of Missouri, the contractor shall provide an oral presentation on a given topic to a group or groups of state agency personnel. The topic must be related to one of the contractor's awarded categories.
- d. In the event that the contractor recommends any technology policy changes, strategy and/or direction to the state agency as a result of an analysis/study that competes or conflicts with the state's published architecture

standards, the contractor shall notify and provide a copy of the recommendation to the Information Technology Services Division.

3.3 Reporting Requirements:

- 3.3.1 If required by the Information Technology Services Division, the contractor must complete an architecture compliance review for solutions proposed. If needed, such services will be part of the agency PAQ request. The review will address the impact, both operational and fiscal, on the agency and the State as an enterprise. Impact will specifically address the impact of compliance with the architecture and that of varying from the architecture. The results of any such architecture compliance review must be submitted in writing to both the state agency and the Information Technology Services Division.
- 3.3.2 If requested by the state agency, the contractor shall provide a written report that contains the findings and recommendations to the state agency as they relate to each request. The contractor's report shall include, but not necessarily limited to, the following:
- a. Brief summary of the purpose and direction of state agency's request as interpreted by the contractor;
 - b. Summary of documentation provided by the state agency and reviewed by the contractor;
 - c. Summary of assumptions under which the review was conducted;
 - d. Summary of the areas of the state agency's request which may require further clarification or study;
 - e. Summary of available alternative solutions;
 - f. Overall cost presentation on the potential impact of alternative solutions;
 - g. Recommendation on a course of action or a set of activities that the state agency should consider relative to proceeding in a certain direction;
 - h. Additional information as requested by the state agency.

3.4 Other Contractor Requirements: (abbreviated - see contract for full text)

- 3.4.1 Section 191.863 of the Revised Statutes of Missouri (RSMo) requires state agencies to make information technologies accessible to individuals with disabilities. To implement RSMo. 191.863, Missouri has established information technology accessibility standards (Missouri Information Technology (IT) Accessibility Standards (http://oit.mo.gov/standards/ITGS0003_Missouri_IT_Accessibility_Standards.doc), which must be followed in the state's acquisition of IT products. Therefore, the system/application developed and/or customized under the contract shall comply with the applicable accessibility requirements identified herein.
- a. The contractor must abide by the Missouri Digital Media Developers (DMD) Web Guidelines, which include the mandatory accessibility information for Section 508 and Chapter 191 compliance for any web based systems. Refer to the following web site: www.oa.mo.gov/dmd/guidelines; www.moga.state.mo.us/statutes/C100-199/1910000863.HTM; and www.oa.mo.gov/dmd/guidelines/#_Toc21509711.
- 3.4.2 In accordance with paragraph 9c of the attached Terms and Conditions Request for Proposal, **before providing work on any project**, the contractor must receive a properly authorized Purchase Order except the state agency may authorize an obligation of less than \$3,000.00 pursuant to the terms of the contract without the official encumbrance of funds (i.e. without the issuance of a properly authorized Purchase Order).
- 3.4.3 If applicable, all programmers provided by the contractor must adhere to and use programming standards and documentation conventions of the State of Missouri and the contracting agency.
- 3.4.4 The state agency shall reserve the right to cancel any work assignment (under a PAQ or, if less than 160-hour project, under a statement of work as outlined in paragraph 3.5.1) by providing the contractor with five working days' advance notice in accordance with the provisions outlined in paragraph 3.5.1 i 8).
- 3.4.5 The contractor shall agree that all materials developed during a given project are the property of the State of Missouri, and must be turned over to the state agency upon completion of each specific task assignment.

- 3.4.6 Prior to the contractor beginning any work on a project, the state agency and the contractor shall jointly prepare and sign a listing which itemizes all state property that has been checked out to the contractor. The contractor shall return all keys, unused supplies, other project-related materials, and any other state property to the state agency upon completion of each project.
- 3.4.7 When the state agencies is requesting services out of a category and requires a project manager, the contractor shall utilize the project manager position out of that category, unless the state agency specifically utilizes Category One, Project Management/Project Oversight.

3.5 Project Assessment Quotation:

NOTE: For those state agencies whose IT units have been consolidated and are under the direction of the Information Technology Services Division (ITSD), the contractors understand and agree that all PAQ work must be reviewed and approved by the ITSD prior to the agency's issuance of a Purchase Order (PO) to the contractor authorizing the start and provision of services. The ITSD reserves the right to request modifications to a PAQ or terminate a PAQ that does not meet State of Missouri Architectural Standards.

➤ For PAQ ITSD Approval please contact **Ron Thomas** at 751-1583 or at Ron.Thomas@oa.mo.gov.

3.5.1 Project Assessment Quotations: On all projects with a total duration of more than 160 hours, the contractor understand and agree the state agency shall utilize the Project Assessment Quotation (PAQ) as a means (1) to identify the specific tasks to be performed and (2) to mutually agree upon the total price to be paid to the contractor upon completion of the specified tasks. The PAQ process shall occur in a controlled sequence of proposals and approvals by the agency's designated Project Director as outlined below. On projects with a total duration of 160 hours or less, the state agency may, but is not required to utilize the PAQ process. However, on projects with a total duration of 160 hours or less, the contractor and the state agency shall be required to mutually develop a written statement of work which identifies deliverables and payment milestones for the project. *Please refer to Attachment 1 found at the end of this notice for example PAQ form.*

3.5.2 The contractors understand and agree that the general protocol for PAQ workflow shall be as described below:

a. **STEP 1: PAQ REQUEST**

The agency's designated Project Director will present a written request for each PAQ to the contractor, in a standard format similar to Attachment 1, Request for Project Assessment Quotation. 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. Additionally, the state agency will specify whether the work must be performed on-site or off-site. If on-site, the agency will specify whether they wish to utilize the pricing with or without travel expenses included in the hourly rate.

b. **STEP 2: DRAFT PAQ**

The contractor must respond (within a prescribed number of days mutually agreed upon by the state agency and the contractor) to each such PAQ request from the agency's designated Project Director with a draft PAQ which provides a statement of cost (based upon the hourly/daily rates specified on the pricing pages) and time, technical and strategic alternatives, and solution recommendations.

c. **STEP 3: APPROVAL OF DRAFT PAQ**

If the draft PAQ is approved by the agency's designated Project Director, the contractor must then prepare a final PAQ for resubmission to the agency's designated Project Director for final approval.

d. **STEP 4: FINAL PAQ**

The contractor's final PAQ must include:

- contract number;
- state agency name/address
- state agency designated project director name and phone number
- contractor contact name and phone number

- brief title of specific PAQ
- final PAQ issue date
- 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;
- the firm, fixed total number of project hours for each of the contractor's personnel classification assigned to the project and the firm, fixed cost (based upon the hourly/daily rates specified on the pricing pages)
- detailed completion schedule for each task/component of the project work;
- mutually agreed upon turnaround times for the agency's designated Project Director to review, approve and formally accept or reject the components of the contractor's project work in accordance with the approved final PAQ;
- 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;
- identification of the specific tasks within each component of the PAQ which must be completed by state agency personnel;
- signature and date lines for both the contractor and the agency's designated Project Director to signify approval.
- Travel time from the consultant's office or residence to the state agency facility and travel time from the state agency facility to the consultant's office or residence shall not be considered billable time and shall not be included in the contractor's firm, fixed total number of project hours for contractor personnel stated in the contractor's final PAQ.

NOTE: Make sure the project plan is detailed and provides sufficient information prior to start of project. The project plan should identify the tasks of the project, when they occur, who is responsible in performing the task, and resources/data needed to complete the tasks for each project milestone. Monitoring and updating the project plan on a regular basis is important to track progress. All changes to project plan must be documented in writing and mutually agreed to. It is recommended that there should only be one master project plan and not multiple versions creating difficulty in telling which version is up to date and applicable.

All scope of work, requirements, functional descriptions should be clearly defined and in writing. If it is not defined in the PAQ it is not an enforceable obligation to the contractor. Beware of phrasing such as "industry standard" because this too vague. The more specificity in the requirements the less margin for error in interpretation of how to fulfill the scope of work.

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

The contractor and the agency's designated Project Director must indicate mutual acceptance of the final PAQ by signing and dating the final PAQ. The agency's designated Project Director (1) must retain one signed copy; (2) must forward the original to the Division of Purchasing and Materials Management for inclusion in the contract file and (3) must send one copy to the contractor's Project Director.

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 Purchase Order except the state agency may authorize an obligation of less than \$3,000 pursuant to the terms of the contract without the official encumbrance of funds. Project work shall include the contractor's completion of the tasks identified in the final PAQ.

g. **STEP 7: FORMAL ACCEPTANCE**

Upon the completion of all project work of a given PAQ, the contractor must notify the agency's designated Project Director in writing and shall submit an invoice in accordance with the PAQ approved by the agency's designated Project Director. The agency's designated Project Director shall review, approve

and formally accept or reject the components of the PAQ project work in accordance with the turnaround time outlined in the PAQ. Formal acceptance shall not be unreasonable delayed or withheld by the state.

h. STEP 8: COST RECOVERY FOR CONTRACTOR

Project costs for the PAQ project work shall be reimbursable upon formal acceptance by the agency's designated Project Director in accordance with the milestones for compensation outlined in the PAQ.

i. GENERAL REQUIREMENTS

- 1) The contractor shall submit draft and final PAQs in a timely manner. The state agency and the contractor shall mutually agree upon the prescribed number of days for the contractor to submit the draft and final PAQs.
- 2) The agency's designated Project Director reserves the right to reject any contractor-submitted PAQ, request the contractor to submit a revised PAQ with adjustments (revised cost, length of time, solution recommendation, etc.), solicit a PAQ from either the secondary contractor or the secondary and tertiary contractors, or rebid for services through a separate competitive procurement.
- 3) The contractor shall not be paid for the preparation of the PAQ.
- 4) The contractor should provide a percentage discount to be applied to the contractor's hourly rates for projects/tasks that are of a three-month or greater duration.
- 5) A PAQ request, the draft and final PAQs, and the contractor's project work must be within the scope of the performance requirements identified in the contract for the category(ies) which the contractor was awarded and must not change any provision of the contract.
- 6) The duration of any PAQ must not exceed the effective contract period.
- 7) Any changes to the PAQ must be formalized in writing as an official revision to the final PAQ. The format of PAQ revisions shall be consistent with the format of the final PAQ as outlined above, including the distribution of the original to the Division of Purchasing and Materials Management, a copy to the contractor and retaining a copy for the agency's designated Project Director. The contractor shall agree and understand the firm, fixed cost stated in the final PAQ shall not be increased unless the state agency requests a corresponding increase in the scope of work under the PAQ. If the scope of work does not increase, the contractor shall complete all work agreed upon in the PAQ at the firm, fixed cost stated in the PAQ.
- 8) The agency's designated Project Director shall have the right to terminate the PAQ at any time, for the convenience of the agency, without penalty or recourse, by giving written notice to the contractor at least five working days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the agency's designated Project Director become the property of the State of Missouri. The contractor shall be entitled to receive just and equitable compensation for that work completed pursuant to the contract prior to the effective date of termination.

j. LIQUIDATED DAMAGES:

- 1) With prior written approval of the Division of Purchasing and Materials Management, the state agency may include liquidated damages provisions in a given PAQ Request for projects over \$100,000 with critical deadlines for deliverables and/or where timely reporting is essential to a given project's success. If approval is given to include liquidated damages, the state agency must identify such provisions in their Request for PAQ so that the contractor(s) is notified in advance of

submitting their draft PAQ. In the event liquidated damages are stipulated, the contractor shall understand and agree to the following provisions:

In order to satisfactorily adjust the damages which the State of Missouri may suffer on account of the contractor's failure to provide the specified deliverables or services according to the dates and timetable specified in the agency's PAQ and the contract (the parties hereto realizing that it might be impossible to compute accurately or estimate the amount of such loss or damages which the State of Missouri would sustain by reason of any such failure), the contractor hereby covenants and agrees to pay the State of Missouri, as and for liquidated damages, without proof of actual or specified loss, the dollar amount per day specified in the final PAQ, not to exceed \$100/day for each and every working day, during which the work required to be completed is incomplete for a maximum of 100 days, unless other maximum dollar amounts and time periods are approved in writing by the Division of Purchasing and Materials Management. Any sum which may be due to the State of Missouri for such damages shall be deducted and retained by the State of Missouri from any balance which may otherwise be due the contractor.

- 2) If the contractor has met all of its responsibilities and the deliverable is not delivered and accepted and/or the specified service is incomplete because of problems outside of the contractor's responsibilities as determined by the State of Missouri, the contractor will not be subject to these liquidated damages.

k. PERFORMANCE SECURITY DEPOSIT:

- 1) With prior approval of the Division of Purchasing and Materials Management, the state agency may include a requirement for a performance security deposit in a given PAQ Request for projects over \$100,000 with critical deadlines for deliverables and/or where timely reporting is essential to a given project's success. If approval is given to include a performance security deposit, the state agency must identify such provisions in their Request for PAQ so that the contractor(s) is notified in advance of submitting their draft PAQ. In the event a performance security deposit is required, the contractor shall understand and agree to the following provisions:

If required by the PAQ, 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 and Materials Management prior to performance of service under the PAQ. The performance security deposit must be made payable to the State of Missouri in an amount specified by the state agency which shall not exceed the total amount of the PAQ. The performance security deposit must be submitted with a cover letter or copy of the applicable PAQ for identification purposes. The contract number and PAQ Number, Requesting Agency Name and Project Name/PAQ Title must be specified on the performance security deposit. The contractor shall maintain the validity and enforcement of the performance security deposit for the duration of the PAQ.

NOTE: Please contact DPMM at the earliest point in the project as possible when you start having concerns/issues with a contractor's performance on a particular project. All contractor performance issues should be documented in writing with indication of what the contractor has failed to do in accordance with the specific contract provisions and what, if anything, the contractor has done to try to rectify the matter. The DPMM will assist in such matters, discuss the concerns with the contractor, and provide guidance to agencies regarding contract terms and provisions.

3.6 Invoicing and Payment:

- 3.6.1 Project Assessment Quotation Invoicing: The contractor shall submit an itemized invoice to the specific state agency requesting services under the contract for the provision of consulting services within approximately 30 days after completion of and in accordance with the mutually agreed upon milestones for compensation of project costs for the contractor's project work (as specified in applicable Project Assessment Quotation). The contractor shall submit invoices to the address as designated by each applicable requesting state agency.

3.6.2 Non Project Assessment Quotation Project Invoicing: If a Project Assessment Quotation is not utilized pursuant to paragraph 3.5.1, the contractor shall invoice the applicable state agency within approximately 30 days after completion of and in accordance with the mutually agreed upon milestones for compensation of project costs based upon firm, fixed hourly price(s) stated on the Pricing Pages of this document. The contractor's invoice 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. The contractor shall only invoice for services listed on the Pricing Pages that have been provided by the consultants.

3.6.3 There are two pricing mechanisms for consultant services:

- a. The first pricing mechanism shall be for non-local consultant(s) providing services on-site whereby travel expenses are included in the awarded per hour consultant rates. A non-local consultant shall be defined as a consultant whose primary office work location and/or home residence is more than sixty-five miles from the agency's location where services are to be performed.
- b. The second pricing mechanism shall be for all other consultant services regardless of whether the work is performed on-site by a local consultant or off-site at the contractor's facility. No travel expenses shall be charged or assessed to the state agency for any on-site local consultant services or any off-site consulting services. A local consultant shall be defined as a consultant whose primary office work location and/or home residence is within sixty-five (65) miles from the agency's location where the services are to be performed.

NOTE: For those state agencies whose IT units have been consolidated and are under the direction of the Information Technology Services Division (ITSD), the contractors understand and agree that all PAQ work must be reviewed and approved by the ITSD prior to the agency's issuance of a Purchase Order (PO) to the contractor authorizing the start and provision of services. The ITSD reserves the right to request modifications to a PAQ or terminate a PAQ that does not meet State of Missouri Architectural Standards.

3.6.4 **Travel Expense:** No travel expense payments and/or reimbursements shall be made to the contractor for providing any of the services described herein, since the contractor's travel expenses were required to be reflected/incorporated into the per hour rates specified in Exhibit A.

3.6.5 When an agency specifically mandates the utilization a particular consultant(s) for a project in which that consultant will be required to travel more than sixty-five miles to be at the location of the agency but will be performing work at the local contractor's facility and such project requires the consultant to perform work for more than eight (8) hours under these circumstances, then based on this type of scenario such consultant(s) per hour rates shall be charged pursuant to the rates that include travel expenses. This shall only be applicable when the agency mandates the use of a non-local consultant to perform work at the contractor's local facility.

EXHIBIT A PRICING PAGES

There are two pricing mechanisms for consultant services:

PRICING COLUMN 1: The first pricing mechanism shall be for non-local consultant(s) providing services on-site whereby travel expenses are included in the awarded per hour consultant rates. A non-local consultant shall be defined as a consultant whose primary office work location and/or home residence is more than sixty-five miles from the agency’s location where services are to be performed.

PRICING COLUMN 2: The second pricing mechanism shall be for all other consultant services regardless of whether the work is performed on-site by a local consultant or off-site at the contractor’s facility. No travel expenses shall be charged or assessed to the state agency for any on-site local consultant services or any off-site consulting services. A local consultant shall be defined as a consultant whose primary office work location and/or home residence is within sixty-five (65) miles from the agency’s location where the services are to be performed.

**CATEGORY 1 PROJECT MANAGEMENT / PROJECT OVERSIGHT
PRIMARY CONTRACTOR: ROSE INTERNATIONAL**

PERSONNEL CLASSIFICATION TITLE	FIRM, FIXED HOURLY PRICING	
	(1) On-Site Non-Local Consultant with All Travel Expenses Included in Hourly Rate.	(2) On-Site Local Consultant and/or Off-Site at Contractor’s Facility. No Travel Expenses.
SENIOR-LEVEL POSITIONS:		
Project Manager – PMP Certified	\$ 95.00	\$ 90.00
Project Manager – Non-PMP Certified	\$ 85.00	\$ 82.00
Functional Expert	\$120.00	\$ 95.00
Intranet/Web/e-Government Specialist	\$ 68.00	\$ 63.00
Senior Documentation Specialist	\$ 55.00	\$ 50.00
Senior Computer Specialist	\$ 73.00	\$ 67.00
Senior Network Specialist	\$ 63.00	\$ 58.00
Senior Technical Specialist	\$ 60.00	\$ 55.00
Senior Helpdesk Coordinator	\$ 55.00	\$ 50.00
Senior Quality Assurance Analyst	\$ 63.00	\$ 58.00
Strategic Consultant	\$ 0.00	\$ 0.00
Senior Business Specialist	\$ 70.00	\$ 65.00
MID-LEVEL POSITIONS:		
Database Administrator	\$ 90.00	\$ 83.00
Business Analyst	\$ 65.00	\$ 59.00
Computer Specialist	\$ 67.00	\$ 62.00
Intranet/Web/e-Government Analyst	\$ 62.00	\$ 60.00
Network administrator	\$ 58.00	\$ 55.00
Software Quality Assurance Analyst	\$ 58.00	\$ 52.00
Team Lead	\$ 70.00	\$ 65.00
Technical Writer	\$ 47.00	\$ 45.00
Hardware Technician	\$ 47.00	\$ 45.00
Programmer Analyst	\$ 59.00	\$ 54.00

CATEGORY 1 - CONTINUED

PRIMARY CONTRACTOR: ROSE INTERNATIONAL

Web Master	\$ 65.00	\$ 62.00
Strategic Consultant	\$ 0.00	\$ 0.00
Security Administrator	\$ 63.00	\$ 57.00
ENTRY-LEVEL POSITIONS:		
Project Coordinator	\$ 57.00	\$ 55.00
Programmer	\$ 47.00	\$ 43.00
Technical Writer	\$ 43.00	\$ 40.00
Strategic Consultant	\$ 0.00	\$ 0.00
Hardware Technician	\$ 43.00	\$ 40.00

SECONDARY CONTRACTOR: RKV TECHNOLOGIES (FORMERLY TIER TECHNOLOGIES)

PERSONNEL CLASSIFICATION TITLE	FIRM, FIXED HOURLY PRICING	
	(1) On-Site Non-Local Consultant with All Travel Expenses Included in Hourly Rate.	(2) On-Site Local Consultant and/or Off-Site at Contractor's Facility. No Travel Expenses.
SENIOR-LEVEL POSITIONS:		
Project Manager - PMP Certified	\$ 104.04	\$ 104.04
Project Manager - Non-PMP Certified	\$ 102.00	\$ 102.00
Sr Technical Consultant	\$ 97.92	\$ 97.92
Sr Buisness Analyst	\$ 80.58	\$ 80.58
Sr Logic Specialist	\$ 75.48	\$ 75.48
Sr QA Specialist	\$ 68.34	\$ 68.34
Sr Accessibility Coordinator	\$ 0.00	\$ 0.00
Sr Technical Writer	\$ 51.00	\$ 51.00
MID-LEVEL POSITIONS:		
Mid Project Administrator	\$ 47.94	\$ 47.94
Mid Technical Consultant	\$ 68.34	\$ 68.34
Mid Business Analyst	\$ 63.24	\$ 63.24
Mid Logic Specialist	\$ 59.16	\$ 59.16
Mid Reporting Specialist	\$ 56.10	\$ 56.10
Mid QA Specialist	\$ 53.04	\$ 53.04
Mid Technical Writer	\$ 45.90	\$ 45.90
ENTRY-LEVEL POSITIONS:		
Entry Project Coordinator	\$ 40.55	\$ 40.55

TERTIARY CONTRACTOR: ASPECT SOFTWARE

PERSONNEL CLASSIFICATION TITLE	FIRM, FIXED HOURLY PRICING	
	(1) On-Site Non-Local Consultant with All Travel Expenses Included in Hourly Rate.	(2) On-Site Local Consultant and/or Off-Site at Contractor's Facility. No Travel Expenses.
SENIOR-LEVEL POSITIONS:		
Project Manager – PMP Certified (Senior Managing Consultant)	\$ 95.00	\$ 90.00
Project Manager – Non-PMP Certified (Managing Consultant)	\$ 88.00	\$ 85.00
Technical Advisor (Sr. Architect)	\$ 98.00	\$ 95.00
Technical Advisor (Architect)	\$ 75.00	\$ 73.00
Test Manager (Sr. Consultant 1)	\$ 68.00	\$ 65.00
Team Leader (Sr. Consultant 1)	\$ 63.00	\$ 60.00
MID-LEVEL POSITIONS:		
Infrastructure Specialist (Consultant 2)	\$ 67.00	\$ 65.00
Business Analyst (Consultant 2)	\$ 62.00	\$ 59.00
Application Specialist (Consultant 2)	\$ 56.00	\$ 54.00
ENTRY-LEVEL POSITIONS:		
Testing Specialist (Consultant 1)	\$ 54.00	\$ 53.00
Training Specialist (Consultant 1)	\$ 41.00	\$ 39.00

---END OF CATEGORY 1 PROJECT MANAGEMENT / PROJECT OVERSIGHT PRICING---

CATEGORY 2 ARCHITECTURE

PRIMARY CONTRACTOR: ROSE INTERNATIONAL

PERSONNEL CLASSIFICATION TITLE	FIRM, FIXED HOURLY PRICING	
	(1) On-Site Non-Local Consultant with All Travel Expenses Included in Hourly Rate.	(2) On-Site Local Consultant and/or Off-Site at Contractor's Facility. No Travel Expenses.
SENIOR-LEVEL POSITIONS:		
Project Manager – PMP Certified	\$ 95.00	\$ 90.00
Project Manager – Non-PMP Certified	\$ 85.00	\$ 82.00
Functional Expert	\$ 140.00	\$ 120.00
Intranet/Web/e-government Specialist	\$ 70.00	\$ 65.00
Senior Documentation Specialist	\$ 53.00	\$ 50.00
Senior Computer Specialist	\$ 75.00	\$ 68.00
Senior Business Specialist	\$ 70.00	\$ 65.00
Senior Network Specialist	\$ 65.00	\$ 60.00
Senior Technical Specialist	\$ 58.00	\$ 53.00
Senior Helpdesk Coordinator	\$ 55.00	\$ 50.00
Strategic Consultant	\$ 0.00	\$ 0.00
Senior Quality Assurance Specialist	\$ 65.00	\$ 59.00
MID-LEVEL POSITIONS:		
Database Administrator	\$ 90.00	\$ 83.00
Business Analyst	\$ 65.00	\$ 60.00
Intranet/Web/e-government Specialist	\$ 67.00	\$ 59.00
Computer Specialist	\$ 67.00	\$ 63.00
Network Administrator	\$ 62.00	\$ 55.00
Security Administrator	\$ 63.00	\$ 57.00
Programmer Analyst	\$ 59.00	\$ 54.00
Web Master	\$ 65.00	\$ 62.00
Team Lead	\$ 70.00	\$ 65.00
Computer Operator/helpdesk	\$ 50.00	\$ 45.00
Hardware Technician	\$ 47.00	\$ 45.00
Software Quality Assurance Analyst	\$ 58.00	\$ 52.00
Strategic Consultant	\$ 0.00	\$ 0.00
Technical Writer	\$ 47.00	\$ 45.00
ENTRY-LEVEL POSITIONS:		
Project Coordinator	\$ 57.00	\$ 55.00
Programmer	\$ 47.00	\$ 40.00
Hardware Technician	\$ 43.00	\$ 40.00
Strategic Consultant	\$ 0.00	\$ 0.00
Technical Writer	\$ 43.00	\$ 40.00

CATEGORY 2 – CONTINUED
SECONDARY CONTRACTOR: KEANE FEDERAL SYSTEMS

PERSONNEL CLASSIFICATION TITLE	FIRM, FIXED HOURLY PRICING	
	(1) On-Site Non-Local Consultant with All Travel Expenses Included in Hourly Rate.	(2) On-Site Local Consultant and/or Off-Site at Contractor's Facility. No Travel Expenses.
SENIOR-LEVEL POSITIONS:		
Project Manager – PMP Certified	\$ 98.57	\$ 93.65
Project Manager – Non-PMP Certified	\$ 97.73	\$ 92.84
Principal Information Technology Architect	\$ 100.94	\$ 95.89
Sr. Systems Analyst	\$ 71.03	\$ 67.48
Sr Technical Specialist	\$ 93.16	\$ 88.51
Sr. Quality Assurance Specialist	\$ 61.76	\$ 58.67
Sr. Documentation Specialist	\$ 54.88	\$ 52.14
MID-LEVEL POSITIONS:		
Technical Specialist	\$ 78.15	\$ 74.24
Systems Analyst	\$ 66.38	\$ 63.07
Documentation Specialist	\$ 52.42	\$ 49.80
Quality Assurance Specialist	\$ 54.25	\$ 51.54
ENTRY-LEVEL POSITIONS:		
Jr. Architect	\$ 46.09	\$ 43.79
Jr. Analyst	\$ 47.27	\$ 44.91
Jr. Quality Assurance Specialist	\$ 44.55	\$ 42.32

TERTIARY CONTRACTOR: CIBER

PERSONNEL CLASSIFICATION TITLE	FIRM, FIXED HOURLY PRICING	
	(1) On-Site Non-Local Consultant with All Travel Expenses Included in Hourly Rate.	(2) On-Site Local Consultant and/or Off-Site at Contractor's Facility. No Travel Expenses.
SENIOR-LEVEL POSITIONS:		
Project Manager – PMP Certified	\$ 108.15	\$ 97.85
Project Manager – Non-PMP Certified	\$ 97.85	\$ 87.55
Chief Systems Engineer	\$ 101.46	\$ 91.16
Senior Systems Analyst	\$ 71.59	\$ 71.59
Senior Data Analyst	\$ 66.59	\$ 66.95
Senior Tech Writer	\$ 56.65	\$ 56.65

CATEGORY 2 - CONTINUED
TERTIARY CONTRACTOR: CIBER

MID-LEVEL POSITIONS:		
Systems Analyst	\$ 67.72	\$ 67.72
Tech Writer	\$ 46.35	\$ 46.35
Quality Assurance Analyst	\$ 55.11	\$ 55.11
System Documentation Specialist	\$ 45.32	\$ 45.32
ENTRY-LEVEL POSITIONS:		
Tech Writer – Entry Level	\$ 40.69	\$ 40.69
Systems Analyst – Entry Level	\$ 46.35	\$ 46.35

---END OF CATEGORY 2 ARCHITECTURE PRICING---

CATEGORY 3 INFRASTRUCTURE

PRIMARY CONTRACTOR: ROSE INTERNATIONAL

PERSONNEL CLASSIFICATION TITLE	FIRM, FIXED HOURLY PRICING	
	(1) On-Site Non-Local Consultant with All Travel Expenses Included in Hourly Rate.	(2) On-Site Local Consultant and/or Off-Site at Contractor's Facility. No Travel Expenses.
SENIOR-LEVEL POSITIONS:		
Project Manager – PMP Certified	\$ 95.00	\$ 90.00
Project Manager – Non-PMP Certified	\$ 85.00	\$ 82.00
Functional Expert	\$ 140.00	\$ 92.00
Intranet/Web/e-Government Specialist	\$ 70.00	\$ 65.00
Senior Document Specialist	\$ 55.00	\$ 50.00
Senior Computer Specialist	\$ 75.00	\$ 68.00
Senior Business Specialist	\$ 70.00	\$ 65.00
Senior Network Specialist	\$ 65.00	\$ 60.00
Senior Technical Specialist	\$ 60.00	\$ 55.00
Senior Helpdesk Coordinator	\$ 53.00	\$ 49.00
Strategic Consultant	\$ 0.00	\$ 0.00
Senior Quality Assurance Specialist	\$ 68.00	\$ 58.00
MID-LEVEL POSITIONS:		
Database Administrator	\$ 90.00	\$ 83.00
Business Analyst	\$ 65.00	\$ 60.00
Intranet/Web/e-Government Analyst	\$ 62.00	\$ 59.00
Computer Specialist	\$ 68.00	\$ 63.00
Network Administrator	\$ 60.00	\$ 55.00
Security Administrator	\$ 63.00	\$ 57.00
Programmer Analyst	\$ 59.00	\$ 55.00
Web Master	\$ 62.00	\$ 59.00
Team Lead	\$ 70.00	\$ 65.00
Strategic Consultant	\$ 0.00	\$ 0.00
Computer Operator/Helpdesk	\$ 47.00	\$ 45.00
ENTRY-LEVEL POSITIONS:		
Project Coordinator	\$ 60.00	\$ 57.00
Programmer	\$ 49.00	\$ 40.00
Hardware Technician	\$ 45.00	\$ 40.00
Strategic Consultant	\$ 0.00	\$ 0.00
Technical Writer	\$ 45.00	\$ 38.00

CATEGORY 3 – CONTINUED

SECONDARY CONTRACTOR: RKV TECHNOLOGIES (FORMERLY TIER TECHNOLOGIES)

PERSONNEL CLASSIFICATION TITLE	FIRM, FIXED HOURLY PRICING	
	(1) On-Site Non-Local Consultant with All Travel Expenses Included in Hourly Rate.	(2) On-Site Local Consultant and/or Off-Site at Contractor’s Facility. No Travel Expenses.
SENIOR-LEVEL POSITIONS:		
Project Manager - PMP Certified	\$ 98.94	\$ 98.94
Project Manager - Non-PMP Certified	\$ 98.94	\$ 98.94
Sr Technical Consultant	\$ 97.92	\$ 97.92
Sr Business Analyst	\$ 78.54	\$ 78.54
Sr Logic Specialist	\$ 75.48	\$ 75.48
Sr DBA	\$ 83.64	\$ 83.64
Sr Configuration Specialist	\$ 63.24	\$ 63.24
Sr Technical Writer	\$ 51.00	\$ 51.00
Sr Systems Tester	\$ 63.24	\$ 63.24
Sr Accessibility Coordinator	\$ 0.00	\$ 0.00
Sr Network Administrator	\$ 56.10	\$ 56.10
Sr Computer Operator	\$ 56.10	\$ 56.10
MID-LEVEL POSITIONS:		
Mid DBA	\$ 63.24	\$ 63.24
Mid Technical Consultant	\$ 68.34	\$ 68.34
Mid Business Analyst	\$ 63.24	\$ 63.24
Mid Logic Specialist	\$ 59.16	\$ 59.16
Mid Configuration Specialist	\$ 58.14	\$ 58.14
Mid Technical Writer	\$ 45.90	\$ 45.90
Mid Hardware Specialist	\$ 58.14	\$ 58.14
Mid Computer Operator	\$ 45.90	\$ 45.90
Mid Systems Tester	\$ 51.00	\$ 51.00
ENTRY-LEVEL POSITIONS:		
Entry Technical Consultant	\$ 41.82	\$ 41.82

TERTIARY CONTRACTOR: KEANE FEDERAL SYSTEMS

PERSONNEL CLASSIFICATION TITLE	FIRM, FIXED HOURLY PRICING	
	(1) On-Site Non-Local Consultant with All Travel Expenses Included in Hourly Rate.	(2) On-Site Local Consultant and/or Off-Site at Contractor’s Facility. No Travel Expenses.
SENIOR-LEVEL POSITIONS:		
Project Manager – PMP Certified	\$ 98.57	\$ 93.65
Project Manager – Non-PMP Certified	\$ 97.73	\$ 92.84
Sr. Technical Specialist	\$ 93.16	\$ 88.51
Sr. Programmer/Analyst	\$ 75.07	\$ 71.32

CATEGORY 3 – CONTINUED
TERTIARY CONTRACTOR: KEANE FEDERAL SYSTEMS

Sr. Systems Analyst	\$ 71.03	\$ 67.48
Sr. Systems Administrator	\$ 82.22	\$ 78.12
Sr. Quality Assurance Specialist	\$ 61.76	\$ 58.67
Sr. Documentation Specialist	\$ 54.88	\$ 52.14
MID-LEVEL POSITIONS:		
Database Administrator	\$ 85.49	\$ 81.22
Technical Specialist	\$ 78.15	\$ 74.24
Systems Analyst	\$ 66.38	\$ 63.07
Systems Administrator	\$ 67.38	\$ 64.01
Documentation Specialist	\$ 52.42	\$ 49.80
Quality Assurance Specialist	\$ 54.25	\$ 51.54
ENTRY-LEVEL POSITIONS:		
Jr. Programmer	\$ 46.09	\$ 43.79
Jr. Analyst	\$ 47.27	\$ 44.91
Jr. Quality Assurance Specialist	\$ 44.55	\$ 42.32

---END OF CATEGORY 3 INFRASTRUCTURE PRICING---

CATEGORY 4 BUSINESS ANALYSIS

PRIMARY CONTRACTOR: ROSE INTERNATIONAL

PERSONNEL CLASSIFICATION TITLE	FIRM, FIXED HOURLY PRICING	
	(1) On-Site Non-Local Consultant with All Travel Expenses Included in Hourly Rate.	(2) On-Site Local Consultant and/or Off-Site at Contractor's Facility. No Travel Expenses.
SENIOR-LEVEL POSITIONS:		
Project Manager – PMP Certified	\$ 95.00	\$ 90.00
Project Manager – Non-PMP Certified	\$ 85.00	\$ 82.00
Functional Expert	\$ 120.00	\$ 92.00
Intranet/Web/e-Government Specialist	\$ 70.00	\$ 65.00
Senior Document Specialist	\$ 55.00	\$ 50.00
Senior Computer Specialist	\$ 75.00	\$ 68.00
Senior Business Specialist	\$ 70.00	\$ 65.00
Senior Network Specialist	\$ 65.00	\$ 60.00
Senior Technical Specialist	\$ 60.00	\$ 55.00
Senior Helpdesk Coordinator	\$ 53.00	\$ 49.00
Strategic Consultant	\$ 0.00	\$ 0.00
Senior Quality Assurance Specialist	\$ 68.00	\$ 58.00
MID-LEVEL POSITIONS:		
Database Administrator	\$ 90.00	\$ 83.00
Business Analyst	\$ 65.00	\$ 60.00
Intranet/Web/e-Government Analyst	\$ 62.00	\$ 60.00
Computer Specialist	\$ 68.00	\$ 63.00
Network Administrator	\$ 60.00	\$ 57.00
Security Administrator	\$ 63.00	\$ 57.00
Programmer Analyst	\$ 59.00	\$ 55.00
Web Master	\$ 62.00	\$ 59.00
Team Lead	\$ 70.00	\$ 65.00
Strategic Consultant	\$ 0.00	\$ 0.00
Computer Operator/Helpdesk	\$ 47.00	\$ 45.00
ENTRY-LEVEL POSITIONS:		
Project Coordinator	\$ 60.00	\$ 57.00
Programmer	\$ 49.00	\$ 40.00
Hardware Technician	\$ 45.00	\$ 40.00
Strategic Consultant	\$ 0.00	\$ 0.00
Technical Writer	\$ 45.00	\$ 40.00

CATEGORY 4 – CONTINUED

SECONDARY CONTRACTOR: RKV TECHNOLOGIES (FORMERLY TIER TECHNOLOGIES)

PERSONNEL CLASSIFICATION TITLE	FIRM, FIXED HOURLY PRICING	
	(1) On-Site Non-Local Consultant with All Travel Expenses Included in Hourly Rate.	(2) On-Site Local Consultant and/or Off-Site at Contractor’s Facility. No Travel Expenses.
SENIOR-LEVEL POSITIONS:		
Project Manager - PMP Certified	\$ 104.04	\$ 104.04
Project Manager - Non-PMP Certified	\$ 102.00	\$ 102.00
Sr Technical Consultant	\$ 97.92	\$ 97.92
Sr Business Analyst	\$ 80.58	\$ 80.58
Sr Logic Specialist	\$ 67.32	\$ 67.32
Sr Business Process Reengineer Specialist	\$ 61.20	\$ 61.20
Sr Training Specialist	\$ 61.20	\$ 61.20
Sr Technical Writer	\$ 51.00	\$ 51.00
Sr Accessibility Coordinator	\$ 0.00	\$ 0.00
Sr Reporting Specialist	\$ 56.10	\$ 56.10
Sr Web Designer	\$ 66.30	\$ 66.30
Sr Websphere Programmer	\$ 78.54	\$ 78.54
Sr .NET Programmer	\$ 74.46	\$ 74.46
MID-LEVEL POSITIONS:		
Mid Technical Consultants	\$ 76.50	\$ 76.50
Mid Business Analyst	\$ 65.28	\$ 65.28
Mid Logic Specialist	\$ 59.16	\$ 59.16
Mid Training Specialist	\$ 51.00	\$ 51.00
Mid Technical Writer	\$ 45.90	\$ 45.90
Mid Reporting Specialist	\$ 51.00	\$ 51.00
Mid Web Designer	\$ 56.10	\$ 56.10
ENTRY-LEVEL POSITIONS:		
Entry Technical Consultant	\$ 41.82	\$ 41.82
Entry Business Analyst	\$ 40.80	\$ 40.80
Entry Logic Specialist	\$ 45.90	\$ 45.90

CATEGORY 4 – CONTINUED
TERTIARY CONTRACTOR: KEANE FEDERAL SYSTEMS

PERSONNEL CLASSIFICATION TITLE	FIRM, FIXED HOURLY PRICING	
	(1) On-Site Non-Local Consultant with All Travel Expenses Included in Hourly Rate.	(2) On-Site Local Consultant and/or Off-Site at Contractor’s Facility. No Travel Expenses.
SENIOR-LEVEL POSITIONS:		
Project Manager – PMP Certified	\$ 98.57	\$ 93.65
Project Manager – Non-PMP Certified	\$ 97.73	\$ 92.84
Principal e-Solutions Specialist	\$ 101.71	\$ 96.62
Sr. Technical Specialist	\$ 93.16	\$ 88.51
Sr. Systems Analyst	\$ 71.03	\$ 67.48
Sr. Quality Assurance Specialist	\$ 61.76	\$ 58.67
Sr. Documentation Specialist	\$ 54.88	\$ 52.14
MID-LEVEL POSITIONS:		
Technical Specialist	\$ 78.15	\$ 74.24
Systems Analyst	\$ 66.38	\$ 63.07
Documentation Specialist	\$ 52.42	\$ 49.80
Quality Assurance Specialist	\$ 54.25	\$ 51.54
ENTRY-LEVEL POSITIONS:		
Jr. Analyst	\$ 47.27	\$ 44.91
Jr. Quality Assurance Specialist	\$ 44.55	\$ 42.32

---END OF CATEGORY 4 BUSINESS ANALYSIS PRICING---

CATEGORY 5 DEVELOPMENT SOLUTIONS
PRIMARY CONTRACTOR: ROSE INTERNATIONAL

PERSONNEL CLASSIFICATION TITLE	FIRM, FIXED HOURLY PRICING	
	(1) On-Site Non-Local Consultant with All Travel Expenses Included in Hourly Rate.	(2) On-Site Local Consultant and/or Off-Site at Contractor's Facility. No Travel Expenses.
SENIOR-LEVEL POSITIONS:		
Project Manager – PMP Certified	\$ 95.00	\$ 90.00
Project Manager – Non-PMP Certified	\$ 85.00	\$ 82.00
Allfusion Programmer	\$ 88.00	\$ 82.00
.NET Programmer	\$ 75.00	\$ 67.00
Websphere Programmer	\$ 78.00	\$ 73.00
Functional Expert	\$ 120.00	\$ 95.00
Intranet/Web/e-Government Specialist	\$ 70.00	\$ 65.00
Senior Document Specialist	\$ 53.00	\$ 50.00
Senior Computer Specialist	\$ 75.00	\$ 69.00
Senior Business Specialist	\$ 65.00	\$ 63.00
Senior Network Specialist	\$ 65.00	\$ 59.00
Senior Technical Specialist	\$ 50.00	\$ 48.00
Senior Helpdesk Coordinator	\$ 52.00	\$ 50.00
Strategic Consultant	\$ 0.00	\$ 0.00
Senior Quality Assurance Specialist	\$ 60.00	\$ 58.00
MID-LEVEL POSITIONS:		
Allfusion Programmer	\$ 80.00	\$ 76.00
.NET Programmer	\$ 70.00	\$ 63.00
Websphere Programmer	\$ 73.00	\$ 69.00
Database Administrator	\$ 90.00	\$ 83.00
Business Analyst	\$ 62.00	\$ 59.00
Intranet/Web/e-Government Analyst	\$ 62.00	\$ 59.00
Computer Specialist	\$ 68.00	\$ 63.00
Network Administrator	\$ 60.00	\$ 55.00
Security Administrator	\$ 63.00	\$ 57.00
Programmer Analyst	\$ 59.00	\$ 55.00
Web Master	\$ 62.00	\$ 59.00
Team Lead	\$ 70.00	\$ 65.00
Lotus Note/Oracle Developer	\$ 77.00	\$ 70.00
Strategic Consultant	\$ 0.00	\$ 0.00
Computer Operator/Helpdesk	\$ 47.00	\$ 43.00
ENTRY-LEVEL POSITIONS:		
Allfusion Programmer	\$ 75.00	\$ 68.00
.NET Programmer	\$ 59.00	\$ 47.00
Websphere Programmer	\$ 63.00	\$ 47.00
Project Coordinator	\$ 55.00	\$ 49.00
Programmer	\$ 49.00	\$ 40.00
Hardware Technician	\$ 45.00	\$ 38.00
Strategic Consultant	\$ 0.00	\$ 0.00
Technical Writer	\$ 42.00	\$ 38.00

CATEGORY 5 – CONTINUED

SECONDARY CONTRACTOR: RKV TECHNOLOGIES (FORMERLY TIER TECHNOLOGIES)

PERSONNEL CLASSIFICATION TITLE	FIRM, FIXED HOURLY PRICING	
	(1) On-Site Non-Local Consultant with All Travel Expenses Included in Hourly Rate.	(2) On-Site Local Consultant and/or Off-Site at Contractor's Facility. No Travel Expenses.
SENIOR-LEVEL POSITIONS:		
Project Manager - PMP Certified	\$ 104.04	\$ 104.04
Project Manager - Non-PMP Certified	\$ 102.00	\$ 102.00
Sr Allfusion Programmer	\$ 89.76	\$ 89.76
Sr .NET Programmer	\$ 74.46	\$ 74.46
Sr Websphere Programmer	\$ 80.58	\$ 80.58
Sr Allfusion Technical Consultant	\$ 94.86	\$ 94.86
Sr .NET Technical Consultant	\$ 81.60	\$ 81.60
Sr Websphere Technical Consultant	\$ 89.76	\$ 89.76
Sr Technical Consultant - Other Technologies	\$ 93.84	\$ 93.84
Sr Business Analyst	\$ 78.54	\$ 78.54
Sr Training Specialist	\$ 61.20	\$ 61.20
Sr technical Writer	\$ 51.00	\$ 51.00
Sr Help Desk Manager	\$ 51.00	\$ 51.00
Sr Testing Manager	\$ 63.24	\$ 63.24
Sr Content Manager	\$ 61.20	\$ 61.20
Sr Web Designer	\$ 66.30	\$ 66.30
Sr Graphic Artist	\$ 51.00	\$ 51.00
Sr Accessibility Coordinator	\$ 0.00	\$ 0.00
Sr Reporting Specialist	\$ 61.20	\$ 61.20
Sr Logic Specialist	\$ 75.48	\$ 75.48
MID-LEVEL POSITIONS:		
Mid Allfusion Programmer	\$ 78.54	\$ 78.54
Mid .NET Programmer	\$ 63.24	\$ 63.24
Mid Websphere Programmer	\$ 70.38	\$ 70.38
Mid Technical Consultant	\$ 76.50	\$ 76.50
Mid Business Analyst	\$ 65.28	\$ 65.28
Mid Logic Specialist	\$ 63.24	\$ 63.24
Mid Technical Writer	\$ 45.90	\$ 45.90
Mid Training Specialist	\$ 51.00	\$ 51.00
Mid Web Designer	\$ 56.10	\$ 56.10
Mid Testing Specialist	\$ 53.04	\$ 53.04
Mid Content Manager	\$ 51.00	\$ 51.00
Mid Reporting Specialist	\$ 53.04	\$ 53.04
Sr Graphic Artist	\$ 45.90	\$ 45.90

CATEGORY 5 – CONTINUED

SECONDARY CONTRACTOR: RKV TECHNOLOGIES (FORMERLY TIER TECHNOLOGIES)

ENTRY-LEVEL POSITIONS:		
Entry Allfusion Programmer	\$ 45.90	\$ 45.90
Entry .NET Programmer	\$ 40.80	\$ 40.80
Entry Websphere Programmer	\$ 45.90	\$ 45.90
Entry Business Analyst	\$ 40.80	\$ 40.80
Entry Logic Specialist	\$ 45.90	\$ 45.90
Entry Testing Specialist	\$ 40.80	\$ 40.80

TERTIARY CONTRACTOR: KEANE FEDERAL SYSTEMS

PERSONNEL CLASSIFICATION TITLE	FIRM, FIXED HOURLY PRICING	
	(1) On-Site Non-Local Consultant with All Travel Expenses Included in Hourly Rate.	(2) On-Site Local Consultant and/or Off-Site at Contractor's Facility. No Travel Expenses.
SENIOR-LEVEL POSITIONS:		
Project Manager – PMP Certified	\$ 98.57	\$ 93.65
Project Manager – Non-PMP Certified	\$ 97.73	\$ 92.84
Allfusion Programmer	\$ 102.74	\$ 97.60
.NET Programmer	\$ 100.47	\$ 95.44
Websphere Programmer	\$ 88.32	\$ 83.90
Sr. Technical Specialist	\$ 93.16	\$ 88.51
Sr. Programmer/Analyst	\$ 73.09	\$ 69.43
Sr. Systems Analyst	\$ 71.03	\$ 67.48
Sr. Systems Programmer	\$ 71.03	\$ 67.48
Sr. Quality Assurance Specialist	\$ 61.76	\$ 58.67
Sr. Web Designer	\$ 64.42	\$ 61.19
Sr. Documentation Specialist	\$ 54.88	\$ 52.14
MID-LEVEL POSITIONS:		
Allfusion Programmer	\$ 87.55	\$ 83.17
.NET Programmer	\$ 84.33	\$ 80.11
Websphere Programmer	\$ 75.96	\$ 72.16
Database Administrator	\$ 85.49	\$ 81.22
Technical Specialist	\$ 78.15	\$ 74.24
Programmer Analyst	\$ 58.24	\$ 55.32
Systems Analyst	\$ 66.38	\$ 63.07
Systems Programmer	\$ 58.24	\$ 55.32
Documentation Specialist	\$ 52.42	\$ 49.80
Web Designer	\$ 55.62	\$ 52.84
Quality Assurance Specialist	\$ 54.25	\$ 51.54

CATEGORY 5 – CONTINUED
TERTIARY CONTRACTOR: KEANE FEDERAL SYSTEMS

ENTRY-LEVEL POSITIONS:		
Allfusion Programmer	\$ 58.45	\$ 55.53
.NET Programmer	\$ 55.36	\$ 52.59
Websphere Programmer	\$ 51.24	\$ 48.68
Jr. Programmer	\$ 46.09	\$ 43.79
Jr. Analyst	\$ 47.27	\$ 44.91
Jr. Quality Assurance Specialist	\$ 44.55	\$ 42.32

---END OF CATEGORY 5 DEVELOPMENT SOLUTIONS PRICING---

CATEGORY 6 DATA MANAGEMENT

PRIMARY CONTRACTOR: ROSE INTERNATIONAL

PERSONNEL CLASSIFICATION TITLE	FIRM, FIXED HOURLY PRICING	
	(1) On-Site Non-Local Consultant with All Travel Expenses Included in Hourly Rate.	(2) On-Site Local Consultant and/or Off-Site at Contractor's Facility. No Travel Expenses.
SENIOR-LEVEL POSITIONS:		
Project Manager – PMP Certified	\$ 95.00	\$ 90.00
Project Manager – Non-PMP Certified	\$ 87.00	\$ 82.00
Functional Expert	\$ 140.00	\$ 110.00
Intranet/Web/e-Government Specialist	\$ 70.00	\$ 65.00
Senior Document Specialist	\$ 55.00	\$ 50.00
Senior Computer Specialist	\$ 75.00	\$ 70.00
Senior Business Specialist	\$ 70.00	\$ 65.00
Senior Network Specialist	\$ 65.00	\$ 60.00
Senior Technical Specialist	\$ 63.00	\$ 55.00
Senior Helpdesk Coordinator	\$ 55.00	\$ 50.00
Strategic Consultant	\$ 0.00	\$ 0.00
Senior Quality Assurance Specialist	\$ 68.00	\$ 58.00
MID-LEVEL POSITIONS:		
Database Administrator	\$ 90.00	\$ 83.00
Business Analyst	\$ 65.00	\$ 60.00
Intranet/Web/e-Government Analyst	\$ 62.00	\$ 60.00
Computer Specialist	\$ 68.00	\$ 63.00
Network Administrator	\$ 60.00	\$ 57.00
Security Administrator	\$ 63.00	\$ 57.00
Programmer Analyst	\$ 59.00	\$ 55.00
Web Master	\$ 62.00	\$ 59.00
Team Lead	\$ 70.00	\$ 65.00
Strategic Consultant	\$ 0.00	\$ 0.00
Computer Operator/Helpdesk	\$ 47.00	\$ 45.00
ENTRY-LEVEL POSITIONS:		
Project Coordinator	\$ 60.00	\$ 57.00
Programmer	\$ 49.00	\$ 40.00
Hardware Technician	\$ 45.00	\$ 40.00
Strategic Consultant	\$ 0.00	\$ 0.00
Technical Writer	\$ 45.00	\$ 40.00

CATEGORY 6 – CONTINUED

SECONDARY CONTRACTOR: RKV TECHNOLOGIES (FORMERLY TIER TECHNOLOGIES)

PERSONNEL CLASSIFICATION TITLE	FIRM, FIXED HOURLY PRICING	
	(1) On-Site Non-Local Consultant with All Travel Expenses Included in Hourly Rate.	(2) On-Site Local Consultant and/or Off-Site at Contractor's Facility. No Travel Expenses.
SENIOR-LEVEL POSITIONS:		
Project Manager - PMP Certified	\$ 104.04	\$ 104.04
Project Manager - Non-PMP Certified	\$ 102.00	\$ 102.00
Sr Data Warehousing Consultant	\$ 99.96	\$ 99.96
Sr Data Conversion Consultant	\$ 78.54	\$ 78.54
Sr Data Analyst	\$ 73.44	\$ 73.44
Sr ETL Developer	\$ 73.44	\$ 73.44
Sr Reporting Specialist	\$ 68.34	\$ 68.34
Sr Business Analyst	\$ 78.54	\$ 78.54
Sr Testing Manager	\$ 63.24	\$ 63.24
Sr Training Specialist	\$ 61.20	\$ 61.20
Sr Technical Writer	\$ 51.00	\$ 51.00
Sr Accessibility Coordinator	\$ 0.00	\$ 0.00
MID-LEVEL POSITIONS:		
Mid Data Warehousing Consultant	\$ 84.66	\$ 84.66
Mid Data Conversion Consultant	\$ 68.34	\$ 68.34
Mid Data Analyst	\$ 63.24	\$ 63.24
Mid ETL Developer	\$ 68.34	\$ 68.34
Mid Reporting Specialist	\$ 56.10	\$ 56.10
Mid Business Analyst	\$ 65.28	\$ 65.28
Mid Testing Specialist	\$ 53.04	\$ 53.04
Mid Technical Writer	\$ 45.90	\$ 45.90
Mid Training specialist	\$ 51.00	\$ 51.00
ENTRY-LEVEL POSITIONS:		
Entry Data Analyst	\$ 42.84	\$ 42.84
Entry Business Analyst	\$ 40.80	\$ 40.80
Entry Testing Specialist	\$ 40.80	\$ 40.80

TERTIARY CONTRACTOR: CIBER

PERSONNEL CLASSIFICATION TITLE	FIRM, FIXED HOURLY PRICING	
	(1) On-Site Non-Local Consultant with All Travel Expenses Included in Hourly Rate.	(2) On-Site Local Consultant and/or Off-Site at Contractor's Facility. No Travel Expenses.
SENIOR-LEVEL POSITIONS:		
Project Manager – PMP Certified	\$ 108.15	\$ 97.85
Project Manager – Non-PMP Certified	\$ 97.85	\$ 87.55
Senior Data Warehouse Architect	\$ 101.97	\$ 91.67
Senior ETL Specialist	\$ 87.04	\$ 76.74
Senior Data Analyst	\$ 72.10	\$ 66.95
Senior Programmer/Analyst	\$ 79.83	\$ 77.25
Senior Systems Analyst	\$ 71.59	\$ 71.59
Senior Database Administrator	\$ 82.40	\$ 77.25
Sr. Quality Assurance Analyst	\$ 60.77	\$ 60.77
Senior Test Case Developer	\$ 56.65	\$ 56.65
Senior Tech Writer	\$ 56.65	\$ 56.65
MID-LEVEL POSITIONS:		
Business Analyst	\$ 66.95	\$ 66.95
Tech Writer	\$ 46.35	\$ 46.35
Systems Analyst	\$ 67.72	\$ 67.72
Database Administrator	\$ 56.65	\$ 56.65
Quality Assurance Analyst	\$ 55.11	\$ 55.11
ENTRY-LEVEL POSITIONS:		
Systems Analyst – Entry Level	\$ 46.35	\$ 46.35
Tech Writer – Entry Level	\$ 42.23	\$ 42.23

---END OF CATEGORY 6 DATA MANAGEMENT PRICING ---

CATEGORY 7 SECURITY, PRIVACY, & ACCESSIBILITY

PRIMARY CONTRACTOR: ROSE INTERNATIONAL

PERSONNEL CLASSIFICATION TITLE	FIRM, FIXED HOURLY PRICING	
	(1) On-Site Non-Local Consultant with All Travel Expenses Included in Hourly Rate.	(2) On-Site Local Consultant and/or Off-Site at Contractor's Facility. No Travel Expenses.
SENIOR-LEVEL POSITIONS:		
Project Manager – PMP Certified	\$ 95.00	\$ 90.00
Project Manager – Non-PMP Certified	\$ 85.00	\$ 82.00
Certified Information System Security Professional (CISSP)	\$ 150.00	\$ 100.00
Functional Expert	\$ 175.00	\$ 110.00
Intranet/Web/e-Government Specialist	\$ 70.00	\$ 65.00
Senior Document Specialist	\$ 55.00	\$ 50.00
Senior Computer Specialist	\$ 75.00	\$ 70.00
Senior Business Specialist	\$ 70.00	\$ 65.00
Senior Network Specialist	\$ 65.00	\$ 60.00
Senior Technical Specialist	\$ 63.00	\$ 55.00
Senior Helpdesk Coordinator	\$ 55.00	\$ 50.00
Strategic Consultant	\$ 0.00	\$ 0.00
Senior Quality Assurance Specialist	\$ 68.00	\$ 58.00
MID-LEVEL POSITIONS:		
Database Administrator	\$ 90.00	\$ 83.00
Business Analyst	\$ 65.00	\$ 60.00
Intranet/Web/e-Government Analyst	\$ 62.00	\$ 60.00
Computer Specialist	\$ 68.00	\$ 63.00
Network Administrator	\$ 60.00	\$ 57.00
Security Administrator	\$ 63.00	\$ 57.00
Programmer Analyst	\$ 59.00	\$ 55.00
Web Master	\$ 62.00	\$ 59.00
Team Lead	\$ 70.00	\$ 65.00
Strategic Consultant	\$ 0.00	\$ 0.00
Computer Operator/Helpdesk	\$ 47.00	\$ 45.00
ENTRY-LEVEL POSITIONS:		
Project Coordinator	\$ 60.00	\$ 57.00
Programmer	\$ 49.00	\$ 40.00
Hardware Technician	\$ 45.00	\$ 40.00
Strategic Consultant	\$ 0.00	\$ 0.00
Technical Writer	\$ 45.00	\$ 40.00

**CATEGORY 7 – CONTINUED
SECONDARY CONTRACTOR: CIBER**

PERSONNEL CLASSIFICATION TITLE	FIRM, FIXED HOURLY PRICING	
	(1) On-Site Non-Local Consultant with All Travel Expenses Included in Hourly Rate.	(2) On-Site Local Consultant and/or Off-Site at Contractor's Facility. No Travel Expenses.
SENIOR-LEVEL POSITIONS:		
Project Manager – PMP Certified	\$ 108.15	\$ 97.85
Project Manager – Non-PMP Certified	\$ 97.85	\$ 87.55
Senior System Security Specialist	\$ 123.60	\$ 113.30
Senior System Engineer	\$ 77.25	\$ 73.13
Senior Configuration Analyst	\$ 66.44	\$ 66.44
Senior Network Analyst	\$ 58.71	\$ 58.71
Senior Systems Analyst	\$ 71.59	\$ 71.59
Senior Accessibility Specialist	\$ 61.80	\$ 61.80
Senior HIPAA Specialist	\$ 61.80	\$ 61.80
Senior Tech Writer	\$ 56.65	\$ 56.65
Certified Information System Security Professional (CISSP)*	* see note	* see note
MID-LEVEL POSITIONS:		
Computer Security Analyst	\$ 54.08	\$ 54.08
Tech Writer	\$ 46.35	\$ 46.35
ENTRY-LEVEL POSITIONS:		
Computer Security Analyst – Entry Level	\$ 46.35	\$ 46.35
Tech Writer – Entry Level	\$ 42.23	\$ 42.23

***NOTE:** Per clarification email communication from Bob Borgstede of CIBER dated 12/06/05, “Within the Personnel Classification Table for Category 7, “Security, Privacy, and Accessibility”, page 102, CIBER lists CISSP certification as a Guaranteed Professional Certification for the Senior System Security Specialist position. Consultants 0048 and 0049 are listed for this classification and both are CISSP certified. All consultants utilized for this skill classification will hold CISSP certification. In addition, consultants 0047 (Project Manager, PMP certified), 0050 (Project Manager, non-PMP certified), and 0052 (Sr. Network Analyst) hold CISSP certification. There is no price differential for a CISSP certified consultant.”

TERTIARY CONTRACTOR: IBM CORPORATION

PERSONNEL CLASSIFICATION TITLE	FIRM, FIXED HOURLY PRICING	
	(1) On-Site Non-Local Consultant with All Travel Expenses Included in Hourly Rate.	(2) On-Site Local Consultant and/or Off-Site at Contractor's Facility. No Travel Expenses.
SENIOR-LEVEL POSITIONS:		
Project Manager – PMP Certified	\$ 166.61	\$ 134.90
Project Manager – Non-PMP Certified	\$ 100.31	\$ 100.31
Certified Information System Security Professional (CISSP)	\$ 166.61	\$ 134.90
Security Architect	\$ 193.70	\$ 162.00
Technical Specialist II	\$ 108.38	\$ 108.38
Security Analyst	\$ 72.06	\$ 72.06

CATEGORY 7 – CONTINUED
TERTIARY CONTRACTOR: IBM CORPORATION

MID-LEVEL POSITIONS:		
Infrastructure Security	\$ 221.38	\$ 190.25
Technical Specialist I	\$ 64.00	\$ 53.62
Security Administrator	\$ 87.63	\$ 87.63
ENTRY-LEVEL POSITIONS:		
Technical Writer	\$ 66.30	\$ 66.30

---END OF CATEGORY 7 SECURITY, PRIVACY, & ACCESSIBILITY PRICING---

VOLUME DISCOUNT PROVISIONS

C206014001 Rose International VOLUME DISCOUNTS				
Category One: Project management & Oversight	Rose International knows that the State of Missouri anticipates and desires to Centralize and	Credit hours	Dollars Received	Invoice Discount
Category Two: Architecture	consolidate their Information Technology Services. As such,	10k	\$500K	0.1%
Category Three: Infrastructure	Rose will make accumulative volume discounts available where all agencies and projects from a centralized model can take	100k	\$5M	0.2%
Category Four: Business Analysis	advantage of a volume discount program that we anticipate will exceed the request for a discount program based on project duration.	400k	\$20M	0.3%
Category Five: Development Solutions		600k	\$30M	0.4%
Category Six: Data Management		800k	\$40M	0.5%
Category Seven: Security, Privacy & Accessibility	The discount plan shown is described in detail below:	1M	\$50M	1.0%

Rose was the prime vendor or provided services to six functional categories in the last Statewide IT Services Contract. Rose performed approximately 160K hours of service accumulated across all three experience levels, and all categories, each year of the contract. Using and accumulating all experience level hours to build a point credit system, Rose developed this volume discount plan that we anticipate will exceed the request from the state.

(1) Total accumulation of Hours by Experience level = Total # of Credits.

Every total accumulated hour logged at Senior-Level for any category will contribute 1 credit per hour.
 Every total accumulated hour logged at Mid-Level for any category will contribute ½ credits, per hour.
 Every total accumulated hour logged at Entry-Level for any category will contribute ¼ credits per hour.
 Credit points will be totaled monthly from Rose time sheets and accumulated for the duration/life of the contract.

(2) Rose’s revenue received from all projects will contribute to the Received dollars accumulated.

A set number of received dollars has been determined based on historical averages.

(3) Discount applied for points accumulated and Payments received.

At the end of the month, for regular billing cycle, the total accumulated dollars received from this contract and the total number of credit points will be evaluated to determine the discount amount for future invoice billings. When Rose has received the credits and payment received dollars corresponding with the Discount Table, all new billed invoices going forward through this contract will be discounted according to the discount range achieved.

Example:

At the end of the month, it is calculated that the State of Missouri has accumulated 10,000 credit points have been accumulated, and \$500,000 has been received in payments. All of this month new billed invoices, and all outstanding invoices yet to be paid will be discounted by (0.1%). All future invoices sent out, for the life of the contract, at a minimum will be discounted by (0.1%). These discount amounts historically have been met. We anticipate they will be met for this contract, and that they are easily attainable.

Advantages for the State of Missouri:

- Paying Invoices ASAP maximizes discount potentials.
- All hours for all projects contribute to savings
- All revenues spent for all projects contribute to savings
- Agency dollars are saved as agency invoices are discounted.
- All Centralized /consolidated agencies cooperate to accumulate the maximum discount.
- All Missouri agencies benefit from an accumulated discount program
- Smaller agencies derive discount benefit from consolidated spending
- Extending the life of the contract to the maximum duration increases the discount totals.
- Senior Level rates will bank dollar goals quicker for maximum discount potential.

*** Please Note:**

These discounts apply in addition to having no rate increases throughout the life of this contract.

According to our history of past performance, Rose provided significant price/rate discounts above all of our contractual agreements in the performance of the past Statewide IT Services contracts. Above all other vendors in the performance of the last Statewide IT Services contract, Rose had the only rate discounts given, approximately 10%. It is anticipated and our goal that rates will be discounted again for the performance of this contract, when and where it is possible to do. Because Rose allows for no price increases across all of the possible six years of this contract, and because of shifting resource costs and trends, we will not contractually establish a minimum or maximum rate discount other than the volume discount committed to above. Rose prides ourselves with the knowledge that we clearly partner to the fullest value with the State of Missouri agencies, knowingly bringing the best value rates and services to our State of Missouri partners for the past nine years. Our past performance indicates our commitment to continue the same business practices for the coming years of this contract. We are sure that there will be significant rate discounts above and beyond the volume discounts specified for our performance in this next contract.

C206014002 <i>RKV Technologies (formerly Tier Technologies)</i> VOLUME DISCOUNTS
None

C206014003 Aspect Software VOLUME DISCOUNTS		
Category:	Minimum Total Project Hours:	Applicable Percentage Discounts:
Category One: Project Management/Project Oversight	1000/2500/5000	.5/1/2

VOLUME DISCOUNT PROVISIONS - CONTINUED

C206014004 Keane Federal Systems VOLUME DISCOUNTS		
Category Two: Architecture	For all projects with a duration greater than 6 months	1%
Category Three: Infrastructure	For all projects with a duration greater than 6 months	1%
Category Four: Business Analysis	For all projects with a duration greater than 6 months	1%
Category Five: Development Solutions	For all projects with a duration greater than 6 months	1%

C206014005 CIBER VOLUME DISCOUNTS		
Category:	Minimum Total Project Hours:	Applicable Percentage Discounts:
Category Two: Architecture	1001-2000	0.50%
	2001-5000	1%
	5001-7500	1.50%
	7501-10000	2.00%
	10001+	2.50%
Category Six: Data Management	1001-2000	0.50%
	2001-5000	1%
	5001-7500	1.50%
	7501-10000	2.00%
	10001+	2.50%
Category Seven: Security, Privacy, and Accessibility	1001-2000	0.50%
	2001-5000	1%
	5001-7500	1.50%
	7501-10000	2.00%
	10001+	2.50%

CIBER plans to offer that a cost effective method of completing projects that fall under Category 5, Development Solutions, will be to have that worked performed at a CIBERsites location. CIBER will discount our Senior Level Rates by 20% and our Mid-Level Rates by 15% for all Category 5 work performed at a CIBERsites location. This discount would be in lieu of the volume discount specified elsewhere in this proposal.

C206014006 IBM VOLUME DISCOUNTS		
Category:	Minimum Total Project Hours:	Applicable Percentage Discounts:
Category Seven: Security, Privacy and Accessibility	1980 hours annually per individual	2%

ATTACHMENT 1

PAQ Form

Contract No:	PAQ No:
PAQ Title:	Final PAQ Sent to DPMM Date:
State Agency:	Final PAQ Issue Date:
Agency Address:	PAQ Request Date:
Agency Project Manager:	Phone: () - / Email:
Contractor Point of Contact:	Phone: () - / Email:
Contractor Name:	Phone: () - / FAX: () -
Contractor Address:	List / Description of Attachments:
<p>PROJECT GOAL/OBJECTIVES:</p> <p><i>(Describe or add attachments)</i></p>	
<p>PROJECT APPROACH/SCOPE OF WORK:</p> <p><i>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. List any Attachments.</i></p>	
<p>ON-SITE WORK HOURS:</p> <p><i>(Specify the work day start time and end time such as 8:00 a.m. to 5:00 p.m. Monday – Friday, excluding state holidays. Indicate any after-hours requirements and building access security measures)</i></p>	
<p>PROJECT ASSUMPTIONS:</p> <p><i>(Describe or add attachments)</i></p>	
<p>LIST OF DELIVERABLES:</p> <p><i>(Describe or add attachments)</i></p>	<p><i>(Describe any acceptance criteria for deliverables)</i></p>
<p>AGENCY TASKS/RESPONSIBILITIES:</p> <p><i>(Describe or add attachments)</i></p>	
<p>PROJECT TIME LINE/WORK PLAN:</p> <p><i>(At a minimum must include information pertaining to: Actual Start Date/Actual End Date/Target Start Date/Target End Date/Task Description/ Task Duration/ Responsible Resource/Variance based on Actual & Target Dates with notes describing reasons for Variance/ Project Sign-Off Acceptance Criteria/ Project Acceptance Signatures). List any Attachments.</i></p>	

PAQ Title:	PAQ #:
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Project Budget Calculations:

Consultant Classification Title	On-Site Non-Local Per Hour Rates to Include Travel Expenses		On-Site Non-Local Consultant Total Project Hours		On-Site/Off-Site Consultant Per Hour Rates No Travel Expense Allowed.		On-Site/Off-Site Consultant (No Travel Expense) Total Project Hours		Total
	\$	x	Hours	+	\$	x	Hours	=	\$
	\$	x	Hours	+	\$	x	Hours	=	\$
	\$	x	Hours	+	\$	x	Hours	=	\$
	\$	x	Hours	+	\$	x	Hours	=	\$
	\$	x	Hours	+	\$	x	Hours	=	\$
	\$	x	Hours	+	\$	x	Hours	=	\$
	\$	x	Hours	+	\$	x	Hours	=	\$
Total:									\$

PAYMENT MILESTONES	
Description of Milestone	Dollar Portion of the Total Price (above) applicable to Stated Milestone
1.	\$
2.	\$
3.	\$
4.	\$
5.	\$
6.	\$
7.	\$
TOTAL:	

SIGNATURE REQUIRED	
ITSD Signature Authorization to Proceed (if applicable):	_____ DATE: _____
Agency Signature Authorization to Proceed:	_____ DATE: _____
Contractor Signature Authorization to Provide Services:	_____ DATE: _____

ATTACHMENT 2

IRS 20 RULE TEST FOR ESTABLISHING EMPLOYMENT RELATIONSHIP (EMPLOYER-EMPLOYEE VS. INDEPENDENT CONTRACTOR)

DEFINITION OF “EMPLOYEE” – An individual who performs services that are subject to the will and control of an employer—both what must be done and how it must be done. The employer can allow the employee considerable discretion and freedom of action, so long as the employer has the legal right to control both the method and the result of the services.

DEFINITION OF “INDEPENDENT CONTRACTOR”- An individual over whom the employer has the right to control or direct only the result of the work and not the means and methods of accomplishing the result.

INSTRUCTIONS FOR APPLYING THE 20 RULE TEST- The following factors, detailed in IRS Revenue Ruling 87-41, are intended as guidelines rather than strict rules in defining the employment relationship. Check the most appropriate factor for the particular employment situation and then total the number of responses for each type of employment relationship. The closeness of most of a situation’s facts to one relationship or the other will often determine what the appropriate classification should be. **If the proper relationship is unclear after analyzing these factors, the employer-employee relationship should be established.**

EMPLOYEE	CHECK ONE	INDEPENDENT CONTRACTOR
... is required to comply with instructions about when, where, and how to work. Employer’s right to instruct, not the exercise of that right, is the key. Instruction may be oral or in written procedures, or manuals.	_____ or _____	... is hired to provide goods or services and is not instructed in great deal about how to provide the goods or services.
... is usually trained by one of the institution’s experienced employees. Training indicates that the employer wants the services performed in a certain manner.	_____ or _____	... ordinarily uses his or her own methods, is hired for his or her expertise, and receives no training from the institution that purchases services.
... renders services which are usually integrated into business operations, generally showing that direction and control are being exercised. Integration of services into the business operation occurs when the success or continuation of a business depends to an appreciable degree on the performance of services that are difficult to separate from the business operation	_____ or _____	... renders services which can usually stand alone and are not integrated into business operations.
... is hired to render services personally. If the employer is interested in who does the job as well as in getting the job done, it indicates that the employer is concerned about the methods used as well as the results of services performed.	_____ or _____	... is hired to provide service and often the employer does not care who performs that job.
... has little control over the hiring, supervising, and payment of assistants. Such action by an employer generally shows control over people on the job with whom assistants work.	_____ or _____	... hires, supervises, and pays other workers under a contract in which he or she agrees to provide materials and labor and is responsible for the attainment of a given result.

EMPLOYEE	CHECK ONE	INDEPENDENT CONTRACTOR
... normally has a continuing relationship with the person for whom Services are performed. Services may be continuing even though they are Performed at irregular intervals, on a part-time basis, seasonally, or over a short term.	_____ or _____	... has a defined relationship that typically ends when the services are completed.
... has set hours or work established by the employer, indicative of control. Such a condition bars the worker from allocating time to other work, which is right of an independent contractor.	_____ or _____	... tends to establish time use as a matter of right.
... usually devotes full time to the business of the employer. Full time does not necessarily mean an eight-hour day or a five-day week. Its meaning varies depending on the intent of the parties.	_____ or _____	... is free to work when, for whom, and for as many employers as desired.
... typically does his or her work on the employer's premises which Implies control, especially if the work could be performed elsewhere. Someone who works in the employer's place of business is a least physically within the employer's direction and supervision. However, performance of work off-site does not, of itself, mean that no right to control exists.	_____ or _____	... usually does work that can be completed on or off the employer's premises.
... often must perform services in a prescribed sequence, which shows a level of employer control. Here, too, the right to set the sequence, not the exercise of that right, is the key.	_____ or _____	... normally is free to perform services in any manner that produces desired results.
... submits or provides regular written or oral reports that indicate employer control.	_____ or _____	... submits reports as specified by the contract and may provide them in the broadest of terms and with less frequency than an employee would.
... is usually paid for work by the hour, week, or month. The guarantee of a minimum salary or the granting of a drawing account at stated intervals with no requirement for repayment of the excess over earnings tends to indicate the existence of an employer-employee relationship.	_____ or _____	... is customarily paid by the job in a lump sum or on a commission basis.
... is reimbursed or paid by the employer for business and traveling expenses, a factor that indicates control over the worker.	_____ or _____	... is paid on a job basis and normally has to assume all expenses except those specified by contract.
... is reimbursed or paid by the employer for business and traveling expenses, a factor that indicates control over the worker.	_____ or _____	... is paid on a job basis and normally has to assume all expenses except those specified by contract.
... usually is furnished by the employer with any tools and materials needed, which is indicative of employer control over the worker. In some jobs, employees customarily use their own hand tools.	_____ or _____	... supplies the tools and equipment needed to complete the job.

EMPLOYEE	CHECK ONE	INDEPENDENT CONTRACTOR
... normally does not have a significant investment in the facilities used in the job.	_____ or _____	... often has a significant investment in facilities used in performing services. Facilities Generally include equipment or premises necessary for the work, but not such items as Tools, instruments, and clothing that are provided by employees as a common practice in their trade.
... usually does not realize a profit or suffer a loss as a result of the service provided.	_____ or _____	... is in a position to realize a profit or suffer a loss as a result of services provided.
... tends to work exclusively for one employer	_____ or _____	... makes services available to the general public. "Making services available" may include hanging out a shingle, holding a business license, and having advertising and telephone directory listings.
... is subject to discharge, showing that control is exercised. Limitation of the right to discharge under a collective bargaining agreement does not detract form the existence of an employer-employee relationship.	_____ or _____	... cannot be fired so long as results produced measure up to contract specifications.
... has the right to end the employment relationship at any time without incurring liability.	_____ or _____	... usually agrees to complete a specific job and is responsible for its satisfactory completion or is legally obligated to make good for failure to complete the job.
TOTAL	_____ or _____	TOTAL

Source: Goldsberry, R.C.C. , "Employee or Independent Contractor? Guidelines for Determining Employment Relationship," NACUBO Business Officer, August 1992, pp. 23-25

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