



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

**NOTIFICATION OF STATEWIDE CONTRACT**

November 3, 2011

**CONTRACT TITLE: COMPUTER BASED TRAINING**

**CURRENT CONTRACT PERIOD: August 9, 2011 through August 8, 2012**

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

RENEWAL INFORMATION	Original Contract Period	Potential Final Expiration
	8/9/06 – 8/8/07	8/8/12

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 **PREFERRED** FOR ALL STATE AGENCIES.

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

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C206081001	2018859760 1	Premier Knowledge Solutions One Campbell Plaza, Suite 2B St. Louis, MO 63139  Contact: Leonora Losciale Phone: 314-450-4713 or 314-644-6400 ext. 4713 Fax: 314-644-3670 Email: <a href="mailto:rlosciale@premier-ks.com">rlosciale@premier-ks.com</a>	Yes/No 15% MBE & 0% WBE <u>Subcontractors:</u> Simple Tech, Inc d.b.a. OnlyLink (M02548)	No

## STATEWIDE CONTRACT HISTORY

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

Contract Period	Issue Date	Summary of Changes
8/9/11 – 8/8/12	11/03/11	<i>Renewal of contract with price <b>DECREASES</b> for all line items. See Pages 7 and 8 in this document for current pricing.</i>
8/9/10 – 8/8/11	09/16/10	Renewal of contract with price <b>DECREASES</b> for all line items.
8/9/08-8/8/09	03/25/09	Updated primary contact information.
8/9/08-8/8/09	9/9/08	Updated Page 1 to indicate contract is preferred use rather than mandatory.
8/9/08-8/8/09	9/5/08	Renewal of Contract with price <b>DECREASE.</b>
8/9/07-8/8/08	3/27/08	Changed buyer contact information from Julie Branigan to Earl Pettit
8/9/07-8/8/08	10/26/07	Renewal of contract and updated pricing page
8/9/06-8/8/07	09/22/07	Reassigned buyer from 16 Andy Doran to 12 Allison Todd
8/9/06-8/8/07	2/15/07	Added Line Items 002-008
8/9/06 – 8/8/07	8/9/06	Initial issuance of new statewide contract

## **1. INTRODUCTION**

### **1.1 Purpose:**

1.1.1 This document constitutes a statewide contract for the acquisition of Computer Based Training (CBT) courseware software.

## **2. CONTRACTUAL REQUIREMENTS**

### **2.1 Contract Period:**

2.1.1 The original contract period shall be from 8/9/06 to 8/8/07. 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:**

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.

### **2.3 Price:**

2.3.1 All prices shall be firm, fixed and as indicated in the Exhibit A, Pricing Page(s). 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 Payments:**

2.4.1 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor ACH/EFT Application which is downloadable from the following website: [http://www.oa.mo.gov/acct/pdffiles/vendor\\_input\\_form.pdf](http://www.oa.mo.gov/acct/pdffiles/vendor_input_form.pdf). Each contractor invoice must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFP.

### **2.5 Payment in Advance:**

2.5.1 The State of Missouri may make advance deposits/payment for the following software items only: software maintenance (upgrades/new releases/technical support-type agreements) and subscription licensing.

### **2.6 Termination:**

2.6.1 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.

### **2.7 Software Subscription Licensing:**

2.7.1 The contractor shall grant a *user-based* subscription license in which the State of Missouri shall have the right to use the software throughout the applicable contract period contingent upon payment of fees specified in Exhibit A (Pricing Pages). So long as the agency/entity continues to pay the license fees stated herein then the proposed CBT software shall continue to be licensed for use.

- a. Maintenance and/or technical support fees shall be included in the subscription fee. Maintenance support shall allow end users to receive software updates (which include enhancements, corrections, modifications, additions and later versions of the licensed product) and technical support.

- b. Any language or provisions contained in any of the contractor's "shrinkwrap" or "clickwrap" agreements shall be of no force or effect if such provisions conflict with the terms of the contract. This provision shall not apply to third-party entities/companies that the contractor is distributing/providing those 3<sup>rd</sup> party service options via this contract.
- c. The state shall not permit the licensed products, pursuant to this contract, to be used by any other person, except for employees, agents, consultants of the State of Missouri ("Authorized Agency"), who need to use the licensed products in the performance of their duties for the state and who are authorized and enabled by the State of Missouri to access and utilize the licensed products. The state acknowledges that the licensed products are proprietary and the intellectual property of the contractor and shall not be distributed or used by any agency other than the authorized agency.

## **2.8 Property of State:**

- 2.8.1 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.

## **2.9 Substitutions of Products/Services:**

- 2.9.1 The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Division of Purchasing and Materials Management.
- 2.9.2 The state reserves the right to allow the contractor to substitute any new product and/or service offered by the contractor on all unshipped and future orders if the quality is equal to or greater than the product/service under contract and if the prices are equal to or less than the contract prices. The Division of Purchasing and Materials Management shall be the final authority as to acceptability.
- 2.9.3 In event of manufacturer discontinuation, the contractor shall substitute item(s) with equal or better capabilities for equal or less cost than the discontinued item(s). The contractor shall not substitute any item(s) without the prior written approval of the Division of Purchasing and Materials Management. The Division of Purchasing and Materials Management shall be the final authority as to acceptability of requested substitutions and reserves the right to accept or reject any substitution requests.

## **2.10 Replacement of Damaged Product:**

- 2.10.1 The contractor shall be responsible for replacing any item received in damaged condition at no cost to the State of Missouri. This includes all shipping costs for returning non-functional items to the contractor for replacement.

## **2.11 Estimated Quantities:**

- 2.11.1 The quantities indicated in this Request for Proposal are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The State of Missouri makes no guarantees about single order quantities or total aggregate order quantities.

## **3. TECHNICAL SPECIFICATIONS**

### **3.1 General Requirements:**

- 3.1.1 The contractor shall provide computer based training (CBT) products/courseware that meet and/or exceed the requirements described herein.
- 3.1.2 The contractor shall provide self-tutorial training courseware for the categories detailed herein.

- 3.1.3 The contractor's software/courseware must be available via the Internet. The contractor must host the courseware on the contractor's Internet web server. Hosting is defined as the contractor placing the course content on their web server, keeping the content upgraded. The users would access the contractor's web site to take courses.
- 3.1.4 The software/courseware must be capable of being accessed by and run on the following equipment: Pentium 200MHZ and mouse; 32MB RAM; 640x480 (800x600 recommended); High Color (16 bit) or higher; Windows 98, NT, ME, 2000 Professional, or XP; Requires 56K or higher modem connection; Internet Explorer 5.0 and higher for students and Web Admin. IE 6.0 is recommended; Flash 7.0 is needed for use with all courses releases since December 2005 - Flash 6.0 for courses released previous to December 2005; for any Video Courses Windows Media Player 6.4 and Sound Card with speakers or headphones; and Acrobat Reader.
- 3.1.5 Software/courseware should allow designated contractor administrator(s) to customize courses (i.e., add, delete, modify, etc).
- 3.1.6 Software/courseware must provide a comprehensive and searchable index to quickly locate learning topics of interest by subject matter.
- 3.1.7 Software/courseware must include practice files for courses that users can save and edit.
- 3.1.8 Software/courseware must include a skill assessment tool.
- 3.1.9 The contractor must provide a mechanism to swap titles. For example, if the agency is using WordPerfect at the beginning and then switch to Word, the agency would like to be able to switch those titles out without paying an additional fee.
- 3.1.10 It is highly desirable that the software creators' trademarks be used for certification purposes where applicable. For example, use Microsoft certified courses.
- 3.1.11 The contractor must provide, at a minimum, the following courses: (See pricing pages below)

## **4. PERFORMANCE REQUIREMENTS**

### **4.1 General Requirements:**

- 4.1.1 The contractor must provide Computer Based Training Courseware Software, which meets or exceeds the specifications contained in this document.
- 4.1.2 The contractor must provide any system modifications or additions necessary to enable the system to operate according to all technical and performance specifications presented herein at no additional cost to the State of Missouri.
- 4.1.3 The contractor must provide software of which all software proposed must be off-the-shelf; generally available; i.e. not in beta or test; and currently in production as proposed. All item(s) shall be new, in current mainstream production, and immediately available. The state will not accept prototypes or items in test production and not formally announced for market availability. Nor will the state accept used, demonstration, reconditioned, or rebuilt items.

### **4.2 Support:**

- 4.2.1 Maintenance: The contractor must provide maintenance (upgrades/new releases) and technical support for all software provided, including on-going telephone support, problem determination and resolution.
- 4.2.2 The contractor should provide technical support Monday – Friday, 8-5 central time, excluding state holidays. However, it is highly desirable that the contractor provide 24 hour 7 day a week technical support.
- 4.2.3 It is highly desirable that the contractor provide a toll free telephone number for support.

- 4.2.4 It is highly desirable that the contractor provide 24 hours per day, 7 days per week electronic support. Electronic support includes the ability to report problems to the vendor on-line, the ability to browse a database containing problems and technical questions, and the ability to order fixes electronically.
- 4.2.5 The contractor should provide on-site support on an as needed if needed basis.
- 4.2.6 Upgrades/Replacements: The contractor shall understand and agree that the State of Missouri reserves the right to bid out any future upgrades and/or replacements. Contractor should provide upgrades and updates at no charge.

### **4.3 Software Warranty:**

- 4.3.1 The contractor must provide at a minimum a ninety (90) day warranty on all software provided. The warranty period shall commence upon the date of installation or download of the software. The contractor shall warrant that the software shall conform to the mandatory technical and performance requirements described in this RFP. The contractor shall also warrant that the software shall perform and operate in accordance with the contractor's published specification documentation, including user manuals, regarding the software.
- 4.3.2 In the event that the State of Missouri discovers that the licensed products and/or services do not meet the mandatory technical and performance requirements described herein or any of the specifications of the contractors' documentation for the software during the warranty period, the contractor shall be given an opportunity to cure the breach of warranty, as follows: (1) the contractor shall correct the error and/or nonconformity within thirty (30) calendar days, unless otherwise agreed to in writing by the agency, (2) if the error/nonconformity pertains to a seldom used subroutine then the contractor shall provide the agency a reasonable procedure to circumvent the error, or (3) replace and/or substitute the software with same and/or greater functionality without charge. If the aforementioned options are not feasible or do not resolve the breach of warranty, then the State of Missouri shall have the right to terminate the contract, return the licensed software provided, and receive a full refund of all license and maintenance fees paid to the contractor pursuant to this contract, provided that the State of Missouri notifies the contractor in writing within the fifteen (15) days after testing the program fix/error correction or substitute software and such testing results in the software still being in substantial error/nonconformance to the mandatory technical and performance requirements of the contract. Upon termination of the contract due to breach of warranty, the agency shall return to the contractor, at the contractor's expense, all software licensed hereunder within thirty (30) days of written termination notification.
- a. Pass-Through of Warranties: The contractor shall identify in writing all third-party warranties that the offeror receives in connection with any Product provided to the State of Missouri. The contractor hereby passes through the benefits of all such warranties, provided that nothing in this section shall reduce or limit the offeror's obligations under this contract.

### **4.4 Other:**

- 4.4.1 Single Point of Contact: The contractor must function as the single point of contact for the state, regardless of any subcontract arrangements for all products and services. This shall include assuming responsibility and liabilities for all problems relating to all services provided.

Line Item	Descriptions	Unit of Measure	Unit Price
001	<p>ANNUAL TERM SUBSCRIPTION LICENSING OF COURSEWARE, TO INCLUDE THE FOLLOWING COURSEWARE AND MAINTENANCE SUPPORT SERVICES (Refer to contract paragraphs 2.11.1 a and 3.1.11):</p> <ul style="list-style-type: none"> <li>• Access 2003</li> <li>• CICS/ESA</li> <li>• COBOL</li> <li>• CompTIA A+</li> <li>• CompTIA Network+</li> <li>• Data Warehousing</li> <li>• Dealing with Difficult People</li> <li>• Dreamweaver MX 2004</li> <li>• Dreamweaver MX</li> <li>• Excel 2003</li> <li>• FOCUS</li> <li>• HTML</li> <li>• Introduction to PCs</li> <li>• ISPF</li> <li>• Java 1.2</li> <li>• JavaScript</li> <li>• JCL</li> <li>• LANs</li> <li>• Linux</li> <li>• Microsoft Exchange Server 2003 MCSA/MCSE 70-284</li> <li>• Motivation</li> <li>• MVS</li> <li>• Networking for Technical Users</li> <li>• Object-Oriented Analysis &amp; Design</li> <li>• Office 2003 - What's New</li> <li>• Sexual Harassment</li> <li>• SQL</li> <li>• Visual Basic 6.0</li> <li>• Visual C# Web Applications MCAD 70-315</li> <li>• Visual Studio .NET and ASP.NET</li> <li>• Visual Studio .NET Overview</li> <li>• Visual Studio .NET Programming with Visual C#</li> <li>• VSAM</li> <li>• Windows Server 2003</li> <li>• Windows Server 2003 Active Directory MCSE 70-294</li> <li>• Windows Server 2003 Administration MCSE 70-290</li> <li>• XML</li> <li>• OTHER : to include access to all 2500+ titles as listed in Exhibit B of the contract.</li> </ul>	EACH USER LICENSE PER YEAR	\$ 96.52

**Single User One-Year Subscription Levels:**

<b>LINE ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT OF MEASURE</b>	<b>PRICE</b>
002	Any 5 course titles	YEAR	\$35.95
003	Any 10 course titles	YEAR	\$ 45.70
004	Any 20 course titles	YEAR	\$60.33
005	Any 30 course titles	YEAR	\$68.95
006	Any 40 course titles	YEAR	\$ 74.25
007	Any 50 course titles	YEAR	\$ 80.44
008	Any 60 course titles	YEAR	\$87.75

**Other Optional Costs:**

<b>DESCRIPTION</b>	<b>UNIT OF MEASURE</b>	<b>PRICE</b>
CBT Courseware - Single Title Level	Each User Per Year	\$34.12
CBT Courseware – Entire Catalog Level	Each User Per Year	\$96.52
Consulting services/Installation Assistance	Per Hour	n/a

**A.4 RENEWAL OPTIONS FOR ALL PRICING**

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

The offeror must indicate below the maximum allowable percentage of price increase or **guaranteed** minimum percentage of price decrease applicable to the renewal option periods. The quoted percentage(s) shall apply to each itemized component stated in Exhibit A. **If a percentage is not quoted (i.e. left blank), the state shall have the right to execute the option at the same price(s) quoted for the original contract period.** Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

All increases or decreases shall be calculated against the **ORIGINAL** contract price, NOT against the previous year's price. A CUMULATIVE CALCULATION SHALL NOT BE UTILIZED.

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

**NOTICE: DO NOT COMPLETE BOTH A MAXIMUM INCREASE AND A MINIMUM DECREASE FOR THE SAME RENEWAL PERIOD.**

	<u>Minimum Decrease</u>
1 <sup>st</sup> Renewal Period:	original price -_0.5_%
2 <sup>nd</sup> Renewal Period:	original price -_1.0_%
3 <sup>rd</sup> Renewal Period:	original price -_1.5_%
4 <sup>th</sup> Renewal Period:	original price -_2.0_%
5 <sup>th</sup> Renewal Period:	original price -_2.5_%