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

NOTIFICATION OF STATEWIDE CONTRACT

August 4, 2015

CONTRACT TITLE: IT CONSULTING SERVICES – QUALIFIED PROVIDER LIST

CURRENT CONTRACT PERIOD: JULY 1, 2015 THROUGH JUNE 30, 2016

BUYER INFORMATION: BRENT DIXON, CPPB
(573) 751-4903
Brent.Dixon@oa.mo.gov

RENEWAL INFORMATION	Original Contract Period	Potential Final Expiration
	12/7/11 to 12/6/13	12/6/17

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

THE USE OF THIS CONTRACT IS **MANDATORY** FOR ALL **IT CONSOLIDATED STATE AGENCIES**.
Local Purchase Authority shall not be used to purchase supplies/services included in this contract unless specifically allowed by the contract terms.

THE USE OF THIS CONTRACT IS **PREFERRED** FOR ALL **NON-CONSOLIDATED** IT STATE AGENCIES (MO HIGHWAY PATROL, MO DEPT. OF TRANSPORTATION, MO DEPT. OF CONSERVATION).

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

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

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/ WBE	COOP PROCURE-MENT
C211055001	2003431800 0	RKV Technologies, Inc. 1002 Diamond Ridge, Suite 1200 Jefferson City, MO 65109 **Contact:** Ms. Lucy Watts Lucy.watts@rkvtechnologies.com 573-635-9979	Saitech Corporation; Professional Services & Resources; Reliance IT; Prospect Infosys; & ALW Solutions	Yes

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/ WBE	COOP PROCURE-MENT
C211055002	4316344700 0	Rose International 3225 West Truman Blvd. Jefferson City, MO 65109 **Contact:** Mr. John Truesdell State_locgov@roseint.com 888-430-7673 x 7000	Rose International	Yes
C211055003	3803878400 1	Unisys Corporation 801 Lakeview Drive, Suite 100 Blue Bell, PA 19422 **Contact:** Mr. Christopher Donahoe missouripmo@unisys.com 314-795-4307	World Wide Technology; Professional Services & Resources, Inc; Unitech Consulting (DBA Chameleon Integrated Services); Pinnacle Technical Resources; Huber and Associates; & Syllogis Teks	Yes
C211055004	5408567780 9	CGI Technologies and Solutions, Inc. 11325 Random Hills Road Fairfax, VA 22030 **Contact:** Mr. Rick Crosby Richard.crosby@cgi.com 618-719-6714 ***Alternate Contacts:*** Neal.Jones@CGI.com Rajesh.Bawa@CGI.com	None	Yes
C211055005	4316577030 0	Ferguson Consulting 1350 Timberlake Manor Parkway, Suite 450 Chesterfield, MO 63017 **Contact:** Mr. Chuck Esrock cesrock@fergcons.com ***For PAQ notifications please use:*** SOM@fergcons.com 636-728-4408	Pinnacle Computing Solutions; Prospect Infosys; & Ferguson Consulting	Yes

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/ WBE	COOP PROCURE-MENT
C211055006	0424371660 0	**NTT DATA, Inc.** (*formerly known as Keane, Inc.)* 100 City Square Boston, MA 02129 **Contact:** Mr. Joe Kyle ***Joseph.Kyle@nttdata.com*** 630-513-0906 ***Alternate Contact:*** William McNamara | Sr. Principal Consultant Office: 573-526-2460 Mobile: 919.602.3203 william.mcnamara@nttdata.com	Professional Services & Resources, Inc	Yes
C211055007	4318102970 0	Information Resource Group 2721 Industrial Dr., Suite A Jefferson City, MO 65109 **Contact:** Mr. Shyam Goel sgoel@irginc.net 573-230-8547 ***Alternate Contact:*** MOREQ@IRGINC.NET	Information Resource Group; Professional Services & Resources; and Coleman & Associates	Yes
C211055008	6113890590 0	Coolsoft, LLC 1902 Campus Place, Suite 12 Louisville, KY 40299 **Contact:** Mr. Anand Krishnamurthy anand@coolsofttech.com 502-327-9805 ***Alternate Contact:*** Joe Reichert: joer@coolsofttech.com	COOLSOFT; Saitech Corporation; & Critical Business Solutions	Yes

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/ WBE	COOP PROCURE-MENT
C211055009	4314474370 0	Daugherty Business Solutions Three City Place Dr. Suite 400 St. Louis, MO 63141 **Contact:** Mr. Lee Metcalf Lee.metcalf@daugherty.com ***Alternate contact:*** Kelly.Morgan@daugherty.com 314-432-8200	ECCO Select Corporation; PSRI; World Wide Technology; RVC Group (Renaissance Voice Communication); Huber & Associates; & Systems Service Enterprises	Yes
C211055010	7702050350 1	HCL America 1950 Old Gallows Road, Suite 555 Vienna, VA 22182 **Contact:** Mr. Giritharan Rajaiah grajaiah@hcl.com 703-867-3640 ***Alternate Contacts:*** anup.gupta@hcl.com JAbraham@hcl.com	None	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
07/01/15–06/30/16	**08/04/15**	**Renewal of all contracts through June 30, 2016**
07/01/14–06/30/15	07/08/14	Renewal of all contracts through June 30, 2015
12/07/13–06/30/14	05/14/14	Contact information updated for C211055004
12/07/13–06/30/14	12/06/13	Renewal of all contracts through June 30, 2014.
12/7/11 TO 12/6/13	11/15/12	Updated Attachment #1 – Project Assessment Quotation
12/7/11 TO 12/6/13	09/21/12	Updated the email address for Unisys Corporation
12/7/11 TO 12/6/13	05/15/12	DPMM buyer contact changed from Julie Lombard to Brent Dixon.
12/7/11 TO 12/6/13	04/27/12	Alternate or additional email contact information provided for NTT Data. See updates to the Contractor Information table above.
12/7/11 TO 12/6/13	02/24/12	Alternate or additional email contact information provided for various QPL vendors. See updates to the Contractor Information tables above.
12/7/11 TO 12/6/13	02/15/12	Administrative acknowledgement that Keane, Inc has changed their company name to NTT DATA, Inc. and updated vendor email address. All other information remains the same for the company.
12/7/11 TO 12/6/13	12/07/11	Initial issuance of new statewide contract

1. PERFORMANCE REQUIREMENTS

1.1 General Requirements:

The resulting contract(s) are for the provision of consulting *services* only. Hardware and/or software products and/or wiring/cabling services shall not be provided by the contractor or acquired by the state agency under the contract, if such items are needed they shall be obtained through other state contracts or procurement efforts.

The contractor shall provide services on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever. However, any Information Technology Services Division (ITSD) *consolidated* state agency needing information technology consulting services shall be required to use the contract unless an exemption is granted by the Office of Administration Information Technology Services Division (ITSD).

- If approved by ITSD, 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.

1.2 Utilization and Requirements of the Qualified Provider List:

The state agency requesting a Project Assessment Quotation (PAQ) for a particular Information Technology Consulting project shall notify ***all ten (10) contractors*** and request submittal of a competitive PAQ response in accordance with the provisions requested therein **(See attachment 1 for sample PAQ Form)**. All terms and conditions of the contract shall apply to all PAQs. Determination of PAQ specifications for each project shall be made by the ordering agency.

PAQ Cost Evaluations must be 50 points out of 100 points possible. Lesser cost point evaluations require prior approvals from ITSD and/or DPMM.

The agency shall complete a **PAQ Response Abstract / Project Assessment Quotation (PAQ) Evaluation Justification Document (see attachment 2).**

Repeated failure of a contractor to submit PAQ responses results in potential breach of contract issues. Please notify the DPMM of any contractor performance concerns.

A copy of the Awarded PAQ and the PAQ Response Abstract/Project Assessment Quotation Evaluation Justification Document must be submitted to ITSD for consolidated agencies and to DPMM for nonconsolidated agencies.

The agency shall be required to retain copies of all the PAQ responses and evaluation documentation thereof for a period of ***three years*** for any open records requests. Refer to the following web site for retention schedule of such documents: **http://www.sos.mo.gov/archives/localrecs/schedules/pdf/General.pdf**

Contractors shall return their PAQ responses as specified by the requesting agency. Failure of a contractor to submit the quotation within the required time specified shall be considered a "No Bid" response resulting in the contractor not being eligible for consideration of award for that project.

The contractor must notify the requesting state agency in writing with a "No Bid" response when they are unable to offer consulting services when a specific request for service is submitted to the contractor.

1.3 Qualified Provider Services:

Each of the contractors should be capable of providing some or all of the services as described below. Information technology consulting services may include, but is not limited to:

a. Project Management/Project Oversight: 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

b. Architecture: 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.

c. Infrastructure: Missouri's infrastructure environment consists of large general-purpose mainframe 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) Intel or Linux servers with Windows desktops. Services may include 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. Middleware configuration and management may include 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 development and technology transition may include integration across disparate platforms which may 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.

d. Business Analysis: 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.

e. Development Solutions: 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 may 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.

f. Data Management: 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.

g. Security, Privacy and Accessibility: 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).

1.4 Project Assessment Quotation:

Project Assessment Quotations: On all projects, the contractor shall understand and agree the state agency shall utilize the Project Assessment Quotation (PAQ) as a means (1) competitively bid a specific information technology project, (2) to identify the specific tasks to be performed and (3) to establish the total firm, fixed price to be paid to the awarded 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 Manager as outlined below. **See attachment 1 for sample PAQ Form**.

- State agencies may decide to break up projects into multiple PAQs. In that event, subsequent PAQs may be issued to the contractor that was awarded the initial PAQ without requesting competitive PAQs provided (1) the agency clearly indicates their intent to do so in the initial PAQ request and (2) the scope of the entire project is considered in the evaluation of the initial PAQ.

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

a. STEP 1: PAQ REQUEST

The agency's designated Project Manager will present a written request for each PAQ to the contractors on the QPL, in a standard format. The agency's request must explain the scope of the project and the tasks the agency desires the contractor to perform, including applicable business and technical specifications. In addition, the agency shall specify the evaluation criteria that shall be utilized to determine the PAQ award. The agency's PAQ Request should include at a minimum the following information:

1) **Introduction/Overview:** Brief description of the project. Information provided to acquaint the reader with the planned acquisition. In addition, the following information shall be provided:
   - state agency name/address
   - state agency designated Project Manager name, email, and phone number
   - brief title of specific PAQ project
   - PAQ issue date
   - PAQ Response Due Date

2) **Background:** a description of how the project came to be. A description of why the project is being pursued, and how it relates to other projects. Summarization of any statutory authority or regulations affecting the overall requirement; and identify any background materials attached to the PAQ. Also to be provided is any information pertaining to the agency's business environment such as identification of hours of operation, as well as, the agency's technical environment specific to the PAQ project which describes the technological infrastructure, systems, and programs operant within the organization.

3) **Objectives:** Specific objectives that the PAQ project will achieve. This section should provide a concise overview of the contract effort goals and objectives; and how the results or end products will be used.

4) **Requirements/Tasks:** listing of specifications/performance requirements, standards, locations, tasks, deliverables, schedule, and assumptions. This section defines the tasks that the contractor must complete for the PAQ project. This section should provide 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 must be clearly stated and must be quantifiable.

5) **Deliverables:** This section should clearly state what the contractor must deliver. If different tasks have different delivery requirements, they must be clearly identified along with times within which the contractor must deliver. A description of the acceptance criteria as well as what documentation the contractor must obtain from the agency to verify the agency's receipt and approval of the deliverable work product.

6) **Government Furnished Property:** This section should identify any government-furnished property provided to the contractor such as equipment, on-site work space, software tools, remote access, or specific data/information.

7) **Security Requirements:** This section should identify any unique security requirements associated with PAQ performance (when applicable). These requirements may include, but are not limited to, such items as: Special pass or identification requirements; Special security clearance requirements; or special escort requirements.

8) **Place of Performance:** This section should identify where the contractor's staff will be performing their work (on-site at the agency's facility(ies), off-site at the contractor's facility(ies), combination thereof, etc).

b. <u>STEP 2: PAQ RESPONSE</u>

The contractor must respond (within a prescribed number of days as stated within the PAQ Request by the state agency) to each such PAQ request from the agency's designated Project Manager with a PAQ Response which provides a statement of firm, fixed cost for the project, and technical/service solution to fulfill the PAQ Request. The contractor's PAQ Response should include at a minimum the following:

1) **Project Overview:** Statement of the contractor's understanding of the PAQ project and the business/technical needs of the project.

2) **Resources:** A description of the contractor's resources that shall be provided to fulfill the PAQ project to include but not limited to: human resources to be provided, facility/equipment/supply resources, etc. a description of the minimum qualifications for an individual with a human resource job classification category (i.e., database architect, programmer, etc) outlining the skills, experience and knowledge/education of the staff being offered for the PAQ project.

3) **Approach/Methodology:** A description of how the contractor will specifically go about completion of the work for the PAQ project. This description should include:
   - Project Management Plan, project tracking and reporting the progress of the project, etc.
   - A Work Breakdown Structure (WBS) to include a listing of the state agency's responsibilities,
   - Functional definition of requirements that outlines how the services and/or features shall operate, look, and complete tasks for each PAQ requirement, specification, task. This description should describe <u>how the requirements/specifications will be fulfilled</u> by the proposed service offerings and to what degree the requirements are met and/or exceeded. This description should also include by whom, when, with what, why, where, etc., the requirements will be satisfied by the contractor's proposed solution for the PAQ project.
   - Change Control Plan,

- Issue Tracking Plan,
- Assumptions, and
- Quality Assurance (QA) Plan: A description should be included of the contractor's QA process to be utilized for the project tasks, schedule, deliverables, and testing in order to ensure that work related to the production of acceptable deliverables is on track and expectations are met or exceeded. The QA process is expected to be proactive to ensure not only that the schedule is met, but also that product and service quality is maintained.

NOTE: Deliverables should not be paid for until such items have been reviewed, tested, and approved by authorized state personnel. ITSD has a **Deliverable Acceptance Form (see attachment 3)** that requires signatures before an invoice can be paid for said deliverable item.

4) **Cost Response:** Firm, fixed price(s) per deliverable to fulfill the PAQ Project, which shall include a 10% payment holdback per deliverable for any project for which the total firm, fixed price for all deliverables is $75,000 or greater. All travel-related expenses must be included within the firm, fixed deliverable price. ***No separate or additional reimbursement shall be made for travel related expenses***.

   i. The contractor shall agree and understand the firm, fixed price stated in the awarded PAQ Response shall not be increased unless the state agency requests a corresponding increase in the scope of work under the PAQ. In other words, if the contractor underestimates the level of effort in terms of personnel resources, the contractor shall <u>not</u> charge the state more than the total firm, fixed price for all deliverables unless the state later amends the PAQ to increase the scope of work. If the scope of work does not increase, the contractor shall complete all work agreed upon in the awarded PAQ at the firm, fixed total price stated in the PAQ Response. The contractor shall understand and agree federally funded projects may require added levels of PAQ cost response detail such as delineation of hourly rates and the number of hours used to derive the firm, fixed PAQ project cost(s).

   ii. Unless stated in the PAQ Response, the state shall assume absolutely no other costs exist to satisfy the PAQ's requirements. Therefore, the awarded PAQ contractor shall be responsible for any additional costs.

   iii. *<u>PAQ pricing shall be based on specific deliverable components of the project and shall not be based on monthly billing.</u>* If the contractor fails to deliver all the functionality/features specified in the PAQ for a given deliverable then payment for the deliverable shall be withheld until all functionality/features of that deliverable have indeed been provided to and accepted by the agency. Payment shall not be made in advance for any deliverable; all payments shall be made in arrears (i.e., upon delivery <u>and</u> acceptance of a deliverable).

c. <u>STEP 3: EVALUATION OF PAQ RESPONSES</u>

Each competitive PAQ shall be evaluated based on a 100 evaluation point scale with at a minimum the cost analysis representing 50% of the evaluation points, unless otherwise approved in writing by the Office of Administration Information Technology Services Division for consolidated state agencies or by the Division of Purchasing & Materials Management for all other agencies. The agency shall document in writing their evaluation justification regarding their award determination.

d. <u>STEP 4: APPROVAL AND AWARD OF PAQ</u>

The awarded contractor and the agency's designated Project Manager must indicate mutual acceptance of the PAQ project by signing and dating the PAQ Response document. *The agency's designated Project Manager (1) must retain one signed copy; (2) must forward a copy of the awarded PAQ and PAQ Response Abstract (i.e., a written document that indicates whether or not a contractor submitted a PAQ response – **See Attachment 2**) to the Division of Purchasing and Materials Management for inclusion in the contract file; (3) must send one copy of the signed and awarded PAQ to the contractor awardee; and (4) must inform all responding contractors as to who received the award.*

e. <u>STEP 5: AUTHORIZATION TO PROCEED/ PAQ PROJECT WORK</u>

An approved awarded PAQ alone does not constitute an authorization to proceed with project work. 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). Project work shall include the contractor's completion of the tasks identified in the awarded PAQ.

f. STEP 6: FORMAL ACCEPTANCE

Upon the completion of all project work of a given PAQ, the contractor must notify the agency's designated Project Manager in writing and shall submit an invoice in accordance with the PAQ deliverable compensation requirements as described in the awarded PAQ document. The agency's designated Project Manager shall review, approve, and formally accept or reject the components of the PAQ project work in accordance with the turnaround time / WBS outlined in the PAQ. Formal acceptance shall not be unreasonable delayed or withheld by the state. Once the PAQ project work has been formally accepted by the state agency, the contractor shall deliver the source code materials (if applicable) pertaining to the PAQ project work to the state agency within five (5) business days.

g. STEP 7: COST RECOVERY FOR CONTRACTOR

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

h. GENERAL REQUIREMENTS

1) The contractor shall submit PAQ Responses in a timely manner in accordance with the state agency's prescribed number of days for the contractor to submit the PAQ Response.

   Prior to the PAQ Response Due Date, it shall be the contractor's responsibility to ask questions, request changes or clarification, or otherwise advise the requesting state agency if any language, specifications or requirements of the PAQ appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the PAQ to a single source. Any and all communication from contractors regarding specifications, requirements, competitive PAQ process, etc., must be directed to the state agency contact listed on the PAQ Request document.

2) The requesting state agency reserves the right to officially amend or cancel a PAQ after issuance. The state agency shall notify all contractors of any amendment or cancellation.

3) The agency's designated Project Manager reserves the right to reject any contractor-submitted PAQ that is non-compliant with the PAQ's mandatory requirements.

4) The contractor shall not be paid for the preparation of the PAQ Response.

5) A PAQ Request, PAQ Response, and the contractor's project work must be within the scope of the performance requirements identified in the contract, which the contractor was awarded and must not change any provision of the contract.

6) Any changes to the PAQ, after the state's acceptance of the PAQ, must be formalized in writing as an official revision to the awarded PAQ. The format of PAQ revisions shall be consistent with the format of the awarded 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 Manager.

7) The agency's designated Project Manager 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 **ten (10) business days** prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all developed source code, documents, data, reports, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the agency's designated Project Manager become the property of the State of Missouri. The

contractor shall be entitled to receive compensation for that work completed and accepted by the State pursuant to the PAQ prior to the effective date of termination.

8) The duration of any PAQ must not exceed the effective contract period. However, if valid renewal options remain in the contract, the state agency may allow the PAQ to continue contingent upon the DPMM exercising the available renewal option.

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

10) **Payment Holdback**: For any project for which the total firm, fixed price for all deliverables is $75,000 or greater, a ten percent (10%) of each of each deliverable shall be held back by the agency and shall be paid to the contractor upon final acceptance by the state agency of the entire PAQ project completion and receipt by the state agency of an accurate invoice for the final deliverable. The contractor shall understand and agree that the payment holdback provisions described herein shall not be construed as a penalty.

The contractor shall understand and agree forfeiture of Payment Holdback shall result when:

- The contractor fails to fulfill the mandatory requirements of the PAQ resulting in a deliverable being considered non-compliant with the PAQ requirements and the contractor fails to correct and resolve the issue within ten (10) business days or other timeframe as agreed to in writing by the state agency's Project Manager; or

- The contractor fails to provide the state agency with an accurate invoice for all successfully completed and accepted deliverables for a PAQ project within forty-five (45) days after agency acceptance of the deliverables;

The contractor shall understand and agree return of Payment Holdback shall result when:

- If the PAQ project is canceled by the state agency due reasons not attributable to the fault of the contractor prior to completion of the project, all payment holdback amounts retained by the state agency for that particular PAQ project shall be returned to the contractor; or

- The PAQ project is completed and accepted by the state agency and the contractor has invoiced for the project in accordance with the provisions and requirements of the contract.

1.5 On-Site / Off-Site Services:

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 a significant amount of the consulting service needs shall require off-site services at the contractor's facility.

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: If required by the agency, 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) The contractor's staff performing work on-site during the state agency's normal business hours must adhere to the internet usage policy, which may be found at the following web site link: http://oa.mo.gov/co/policies//POLC-12.pdf. The contractor's consultants must also adhere to the contracting state agency's policies pertaining to facility and data security, press releases, and public relations. Upon initiation of engagement, the contractor should review the individual agency's policies with the state agency's IT Director or their designee.

3) *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 firm, fixed PAQ total amount.*

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. It is desirable the contractor have an off-site facility specifically available in the state of Missouri.

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. Normal business hours are 8:00 a.m. to 5:00 p.m. central time. It shall be at the agency's sole discretion as to allow the contractor's staff any after-hours access to the agency facility.

- No overtime payment shall be allowed. Compensation for the contractor shall only be made pursuant to the specified firm, fixed Project Assessment Quotation (PAQ) pricing.

Upon request from the state agency for a particular personnel classification, the contractor shall provide resume(s) of available consultants. 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).

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.

- Offshore services shall <u>not</u> be provided under the resulting contract(s).

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.

The contractor must ensure all consulting services provided comply with the state's architecture standards in effect at the time the services are provided. The state's architecture information can be found at: http://oa.mo.gov/itsd/cio/enterprisearch.htm.

1.6 Single Point of Contact/Contractor Status:

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

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.

1.7 Security Clearance:

At the written request and at the sole discretion of the state agency, the state agency shall have the right to require the contractor's and/or subcontractor's staff that will be performing work for the state agency to undergo a security background review prior to performing work. The contractor shall agree to provide information that may be needed to complete security background investigations of the contractor's and subcontractor's employees. Failure to provide the required information or forms and/or failure to successfully pass the security background checks may result in removal of this individual(s) from service eligibility in performance of project contracted services.

- The contractor shall be responsible for the costs for such security background investigations.

1.8 Confidentiality and Security Data & Documents:

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.

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

Under no circumstances shall the data, information, documents, etc., be transferred, processed, exported, accessed, or reside outside the continental United States of America. All data conversion services must be performed within the continental United States of America.

1.9 Performance Monitoring:

Project performance of all contractors shall be monitored by the State. Contractors with inadequate performance shall be informed by the DPMM of such performance issues, asked to implement corrective actions and may be required to submit a written corrective action plan response to the DPMM. The State reserves the right to remove contractors and cancel and/or terminate their contracts if the State determines that a contractor(s) continues to demonstrate inadequate performance and shows no sign of improvement in their performance of their contract obligations. Contractor's inadequate performance on projects may also negatively affect future evaluation considerations for other state projects.

1.10 Other Contractor Requirements:

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. The contractor shall promptly respond to any complaint brought to its attention regarding non-conformance of the products provided hereunder that were developed and/or customized as part of the contractor's awarded bid. The contractor shall resolve such complaints by bringing the product into compliance with the applicable Missouri IT Accessibility Standards at no additional cost to the State. The contractor shall indemnify and hold harmless the State of Missouri and any Missouri government entity purchasing the contractor's products from any claim arising out of the contractor's failure to comply with the aforementioned requirements.

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.

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.

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.

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.

2. GENERAL CONTRACT PROVISIONS

NOTE: Not all the contractual provisions are listed below – see main contract document for complete set of contractual provisions

2.1 Contract: (see main contract document)

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.

2.2 Price:

All prices shall be firm, fixed and as indicated on the PAQ Pricing Section. 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. Unless stated in the PAQ Response, the state shall assume absolutely no other costs exist to satisfy the PAQ's requirements. Therefore, the awarded PAQ contractor shall be responsible for any additional costs.

2.3 Liabilities: (see main contract document)

2.4 Force Majeure:

The contractor shall not be liable for any excess costs for delayed delivery of goods or services to the State of Missouri, if the failure to perform the contract arises out of causes beyond the control of, and without the fault or negligence of the contractor. Such causes may include, however are not restricted to: acts of God, fires, floods, epidemics, quarantine restrictions, strikes, and freight embargoes. In all cases, the failure to perform must be beyond the control of, and without the fault or negligence of, either the contractor or any subcontractor(s). The contractor shall take all possible steps to recover from any such occurrences. Failure of the contractor to employ adequate personnel to complete the contract requirements shall not constitute a Force Majeure event. The contractor must give written notice of any Force Majeure event to the state agency within twenty-four (24) hours after its occurrence in order to receive the liability protections of this paragraph.

2.5 Federal Funds Requirement: (see main contract document)

2.6 American Recovery and Reinvestment Act of 2009 (ARRA): (see main contract document)

2.7 Cooperative Procurement Program:

If the contractor has indicated agreement on the Exhibit G with participation in the Cooperative Procurement Program, the contractor shall provide **Information Technology 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 (section 67.360, RSMo, which is available on the internet at: http://www.moga.mo.gov/statutes/c000-099/0670000360.htm.) The contractor shall further 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.

2.8 Property of State:

The contractor shall agree and understand that all programs, source code, reports, materials, documentation, etc., which are developed or acquired by the contractor as a requirement of the contract shall become the property of the State of Missouri, which shall include all rights and interests for present and future use or sale as deemed appropriate by the state agency.

The State of Missouri understands and agrees that any ancillary software tools or pre-printed materials (e.g., project management software tools or training software tools, etc.) developed or acquired by the contractor that may be necessary to perform a particular service required hereunder but not required as a specific deliverable of the contract, shall remain the property of the contractor; however, the contractor shall be responsible for ensuring such tools and materials are being used in accordance with applicable intellectual property rights and copyrights.

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

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.

2.9 Substitution of Personnel:

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

2.10 Payments: (see main contract document)

2.11 Business Associate Provisions: (see contract document)

2.12 Confidentiality and Security Documents:

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.

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

2.13 Prohibitive Hiring:

The contractor shall not hire any current information technology employee of the State of Missouri, or any individual who is 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 the RFP for a period of not less than six (6) months prior to their date of employment with the contractor (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 Director of the Information Technology Services Division or other designated official. It is agreed between the parties that the contractor shall obtain the required approval before contacting any described information technology employee for the purposes of possible employment.

Attachment 1

Project Assessment Quotation

PAQ INFORMATION		
Contract No.:	PAQ No:	
PAQ Title:	Total PAQ Amount:	
State Agency:	State Agency Address:	
ITSD Project Manager:	Phone:	Email:
State Agency Project Manager:	Phone:	Email:
Contractor Point of Contact:	Phone:	Email:
Contractor Company Name:	Phone:	FAX:
Contractor Address:	List / Description of Attachments:	

This Project Assessment Quotation (PAQ) is pursuant to **[name of the contract, such as the IT Consulting Services – Qualified Provider List statewide contract]**. The contractor agrees and understands that the terms and conditions specified in the **[contract]** apply to this PAQ, except where a term or condition in this PAQ is more restrictive than that in the **[contract]**, in which case the PAQ term will govern.

APPROVALS REQUIRED TO PROCEED		DATE
Contractor:		
CIO Office:		
Other (If Needed):		

PROJECT REQUIREMENTS

PROJECT GOALS AND OBJECTIVES:
(Section should include an Introduction/Overview, Background, Objectives, Requirements/Tasks, and Security Requirements)

PROJECT APPROACH AND SCOPE OF WORK:
The Contractor's PAQ Response should include a Project Overview, Resources, Approach/Methodology, Change Control Plan, Issue Tracking Plan, Assumptions and Quality Assurance Plan. The Contractor must provide a detailed description and firm, fixed price for each deliverable. The description must specify the tasks to be completed for each deliverable and the time frames in which the tasks will be completed. The Contractor should provide a work breakdown structure or project plan.

LIST OF DELIVERABLES:	DELIVERABLE ACCEPTANCE CRITERIA: *(Describe any acceptance criteria for deliverables)*

AGENCY TASKS and/or ITSD RESPONSIBILITIES:
(Section should include Government Furnished Property and Place of Performance)

Project Estimated Start Date:	Project Estimated End Date:

PAYMENT MILESTONES

Milestones must contain all deliverables referenced in the Deliverables Section and must be concrete, measurable, and be able to be tested and verified before the State will approve payment. Milestone prices must be firm and fixed, and without reference to time spent.

Payment Milestones (Comprised of Deliverables)	Mandatory Deadline (if applicable)	If deadline, give reason.	Dollar Portion of the Total Price applicable to Stated Milestone
1.			$
2.			$
3.			$
4.			$
5.			$
6.			$
7.			$
		TOTAL:	**$**

CONTRACTING STAFF PRICE CALCULATIONS

The chart below shows how the contractor calculated the price of providing the deliverables. The chart references hours but does not mean that the contractor will be paid by the hour; the contractor will be paid the firm, fixed price of each deliverable that the contractor actually provides and that the State approves and accepts using the method set forth in the acceptance critera and accepted by the State.

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 Allowed) Total Project Hours		Total
	$	x	Hours	+	$	x	Hours	=	$
	$	x	Hours	+	$	x	Hours	=	$
	$	x	Hours	+	$	x	Hours	=	$
								Total:	**$**

********* FOR STATE ITSD USE ONLY*********

This portion of the document forward sets out the funding formation for this project and is internally used. This portion forward may change as time goes on, but sets no terms and conditions or requirements for the vendor.

FUNDING INFORMATION

Funding Codes to be used with PAQ:

Milestone #	Fund	Agency	Org/Sub	Appr. Unit	Activity	Function	Obj,/Sub	Project #	Rept. Cat	Amount/%
Milestone #	Fund	Agency	Org/Sub	Appr. Unit	Activity	Function	Obj,/Sub	Project #	Rept. Cat	Amount/%
Milestone #	Fund	Agency	Org/Sub	Appr. Unit	Activity	Function	Obj,/Sub	Project #	Rept. Cat	Amount/%
Milestone #	Fund	Agency	Org/Sub	Appr. Unit	Activity	Function	Obj,/Sub	Project #	Rept. Cat	Amount/%
Milestone #	Fund	Agency	Org/Sub	Appr. Unit	Activity	Function	Obj,/Sub	Project #	Rept. Cat	Amount/%
Milestone #	Fund	Agency	Org/Sub	Appr. Unit	Activity	Function	Obj,/Sub	Project #	Rept. Cat	Amount/%

Total Amount

PO # Assigned to PAQ (Provided by BU at PO entry):

GASB CODING INFORMATION

Milestone(s) #

Phase

Project Code
Q-Preliminary work
X-Development work
Y-Post Implementation/Maintenance work
9-Projects not related to an IT application

Attachment 2

State of Missouri

Statewide Information Technology Consulting Services

Contracts C211055001 - 010

Project Assessment Quotation (PAQ) Evaluation Justification

State Agency Name: _____

Agency Project Sponsor/Manager: _____

ITSD Project Manager: _____

Response Due Date: _____

PAQ Title: _____

Contractor Name	No Bid* (N)	Total Firm, Fixed Cost	Cost Points Awarded (Suggest 50 points – lower points require ITSD approval)	Approach and Methodogy Points Awarded (Suggest 25 points)	Experience Points Awarded (Agency and/or with Application) (Suggest 25 points)	Comments

*If No Bid - State Reason in Comment Box

AWARDED CONTRACTOR: _____ **Award Date:** _____

Attachment 3

PROJECT DELIVERABLE ACCEPTANCE FORM

PROJECT INFORMATION	
PROJECT NAME	**CONTRACTOR NAME**
PROJECT/PAQ NUMBER	**CONTRACT PROJECT MANAGER**
ITSD PROJECT MANAGER NAME	**DATE SUBMITTED**

DELIVERABLE INFORMATION	
Deliverable Name	**Deliverable Amount**
Deliverable Description	**Deliverable Acceptance Criteria**
Deliverable Notes:	

DELIVERABLE ACCEPTANCE
ACCEPTANCE NOTES:

ATTACHMENTS:		
DELIVERABLE APPROVALS		
PROJECT SPONSOR APPROVAL:	Signature:	Date:
ITSD PROJECT MANAGER APPROVAL:	Signature:	Date:
OTHER APPROVAL:	Signature:	Date:
OTHER APPROVAL:	Signature:	Date:

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 proved 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 my 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 than 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 proved 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 as 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	_____ _____	**TOTAL**

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