



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

**NOTIFICATION OF STATEWIDE CONTRACT**

Date: May 15, 2012

**CONTRACT TITLE: FOCUS, WebFOCUS, I-WAY Reporting and Querying Software & Maintenance Support**

**CURRENT CONTRACT PERIOD: December 31, 2011 through December 31, 2016**

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

RENEWAL INFORMATION	Original Contract Period	Potential Final Expiration
	December 31, 2011 - December 31, 2016	12/31/16

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.

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, are requirements are attached ~.*

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C212048001	1328071850 0	Information Builders, Inc. (IBI) Two Penn Plaza New York, NY 10121-2898  <b>Doug Kellogg</b> Account Executive S & L Government - Central Region Office: 636-536-7641 Cell: 314-578-5960 Email: <a href="mailto:doug_kellogg@ibi.com">doug_kellogg@ibi.com</a>	No	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.

<b>Contract Period</b>	<b>Issue Date</b>	<b>Summary of Changes</b>
12/31/11 to 12/31/16	05/15/12	DPMM buyer contact changed from Julie Lombard to Earl Pettit.
12/31/11 to 12/31/16	12/30/11	Initial issuance of new statewide contract

## 1. INTRODUCTION

### **Purpose and General Requirements/Instructions:**

This document establishes a contract for the acquisition of and the license usage for FOCUS, WebFOCUS, EDA/I-WAY reporting and querying software and maintenance support as described herein. This contract replaces expired contract C204043001.

## 2. CONTRACTUAL REQUIREMENTS:

### **Contract:**

A binding contract shall consist of: (1) the SFS and any amendments thereto, (2) the contractor's response to the SFS, (3) clarifications, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the response (bid) by "notice of award" or by "purchase order". All Exhibits and Attachments included in the SFS and any mutually agreeable amendments thereto shall be incorporated into the contract by reference.

A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order unless the purchase is equal to or less than \$3,000. State purchases equal to or less than \$3,000 may be processed with a purchase order or other form of authorization given to the contractor at the discretion of the state agency.

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

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, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

### **Contract Period:**

The original contract period shall be December 31, 2011 through December 31, 2016. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period.

### **Price:**

All prices shall be firm, fixed and as indicated on the Exhibit A and B, Pricing Page(s). The state shall not pay nor automatically 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.

### **Payments:**

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/purch/vendorinfo/vendorach.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 SFS.

The State of Missouri may make advance deposits/payment for software maintenance (upgrades/new releases/technical support-type agreements) payments only.

**Outside United States**

*If any products and/or services offered under this contract are being manufactured or performed at sites outside the United States, the contractor MUST disclose such fact and provide details in the space below or on an attached page.*

Are products and/or services being manufactured or performed at sites outside the United States?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Describe and provide details:  <i>IBI is a worldwide 24/7/7 support organization. We have support centers in USA, Australia and Western Europe. More specifically, our United States technical support organization operates from 8:00am to 8:00pm ET. Software is developed in USA and Chennai, India with all computer equipment in our New York, NY office.</i>		

**Cooperative Procurement:**

The contractor hereby agrees with participation in the Cooperative Procurement Program, the contractor shall provide **Focus, WEBFOCUS, EDA software, and I-Way Software and Maintenance Support Services and also included in this contract are one-time license fees associated with upgrades, the inclusion of WEBFOCUS and allowing unlimited users to access and utilize these products** 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.state.mo.us/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.

**Mainframe Software Licensing:**

The contractor hereby grants to the State of Missouri a non-exclusive, non-transferable right to use the Licensed Software on the designated computer(s) at the specified installation location for the periods as specified on Exhibit A (Term License). The Licensed Software specified as such, is exclusive to the Information Technology Services Division State Data Center subsection of Exhibit A. All licensed software as specified in Exhibit A that is installed on the Information Technology Services Division State Data Center mainframes shall be considered for unlimited statewide utilization by any State of Missouri Agency that utilizes the State Data Center. Any future purchases added to Exhibit A, in its entirety, are subject to a mutually agreeable contract amendment in accordance with contract paragraph 2.1.5.

The contractor understands and agrees that the licensed software shall be installed and operate in the State’s Data Center mainframe environment as follows: The mainframe environment is housed in the ITSD data center which operates a parallel sysplex consisting of two (2) production z/OS Version 1 Release 11 LPARs and two (2) test z/OS Version 1 Release 11 LPARs or operating system equivalent. The parallel sysplex consists of an IBM 2097 Model 109 and an IBM 2096 Model S07. There are 4 zIIPs and 1 ICF (Integrated Coupling Facility) on the IBM 2097 Model 109. The IBM 2096 Model S07 operates as a standalone coupling facility. ITSD has customer agencies with critical availability and performance requirements. The ITSD data center has an offsite location for disaster recovery purposes that contains an IBM 2098 Model E10. This processor may be used for disaster recovery testing at reduced capacity and can be used for a disaster recovery event which will allow the full capacity of the processor to be utilized. The contractor’s software shall be allowed to run on this processor for disaster recovery testing or during a disaster recovery event.

For the term of the agreement, the License granted hereunder shall not limit or result in additional license fees should the agency update their existing hardware equipment as specified in Exhibit A. With IBI's prior written consent, which shall not be unreasonably withheld, the State may transfer the Licensed Software to any other platform, as well as any operating systems which are substantially equivalent in operating system architecture as MVS, OS/390, or z/OS which are not in existence as of the date of this amendment but which the Software is subsequently certified (or demonstrated) to operate on, at no cost to the State, and as designated by the contractor. There shall be no additional charge if the State transfers/operates the licensed software to/on successor types of CPU(s) (such as OS/390 to zOS), including those types of "successor CPU(s)" which are not in existence as of the date of this Amendment.

For the licensed software that resides on a mainframe CPU or similar computer during the duration of this contract, there shall be no fee due in the event that the State moves the licensed software to a different mainframe, regardless of whether the new mainframe has a greater capacity or belongs to what is commonly described as a higher tier group so long as the operation of the software does not violate the license as described herein and the State of Missouri pays all payment periods in full as outlined in Exhibit A.

Licensed Capacity: The license granted hereunder shall permit the State to operate the mainframe licensed software on up to three (3) CPU processors with no limitations on MSU's, MIPS, or any other such measurement of size capacity of those CPUs on which the licensed mainframe software designated is operating in. There shall be **no** update fee charges and **no** additional license fee charges for increasing the size and/or capacity of the CPUs on which the software is installed or operates on. There shall be **no** update fee charges and **no** additional license fee charges for increasing the number of users accessing the software during the term exclusive to the Information Technology Services Division State Data Center subsection of Exhibit A, provided that the State of Missouri pays each payment period amount in full as specified in Exhibit A.

For Exhibit B products and the Department of Social Services products which are Report Caster, MRE and Site Analyzer) listed on Exhibit A, the State of Missouri understands that maintenance and/or technical support fees may be required monthly, quarterly, or annually, in order to receive software updates (which include enhancements, corrections, modifications, additions and later versions of the licensed product) and/or technical support. However, it remains the sole option of the state to purchase maintenance or to decline this service. If the state chooses to discontinue maintenance, the software would continue to be legally licensed for use only if the software is operated on the same computer or a replacement computer in the same price level as per IBI's then in effect fee schedule per section 3.2 of this agreement.

- a. In the event that maintenance is suspended due to non-renewal by the State, the State may reinstate maintenance by payment of the back maintenance fees that would have accrued during the non-covered period, plus a reinstatement surcharge, which is equal to five (5%) of the back maintenance fees. So long as the State remains compliant with all licensing terms and conditions, the State shall have the right to continual and uninterrupted use of the software and continue to be legally licensed for use without licensing penalties to the State.
- b. For Exhibit B products and the Department of Social Services products listed on Exhibit A, if an annual term of maintenance is suspended on any particular software product and/or feature currently licensed, other than in the instance of an uncured breach by the State, then the total maintenance fees on the remaining products licensed shall decrease by that portion or amounts as specifically denoted of the maintenance price attributable to the suspended maintenance for the particular product.

Any language or provisions contained in any "shrinkwrap" or "clickwrap" agreement shall be of no force or effect. The State of Missouri shall not be bound by, any "shrink wrap license" which is bundled with the Products, the Documentation, or the Deliverables or any "disclaimers" or "click to approve" terms or conditions now or hereafter contained in the Products, the Documentation, the Deliverables or any web site which the State uses in connection with Information Builder's Products or Services.

### 3 PERFORMANCE REQUIREMENTS

#### General Requirements:

Contract C212048001, established via SFS B2Z12048, shall constitute a new contract and replace contract C204043001 in its entirety.

The State of Missouri shall not guarantee any minimum or maximum amount of the contractor's products/services that may be required under the contract. The contractor shall provide products/services on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever.

Exhibit A is specifically for Information Builder's system software products that operate at the State Data Center on the IBM mainframe or Plug Compatible environments. This contract will include operation on zOS that is substantially equivalent to the MVS, OS/390, or zOS operating system and allows for unlimited usage/users of the EDA/I-WAY and FOCUS software products as referenced in Exhibit A herein. The license granted herein allows the State to transfer/operate the licensed software to/on successor types of CPU(s) with no additional fees, including those types of "successor CPU(s)" which are not in existence as of the date of this Amendment. It also includes unlimited usage/users of WebFOCUS for self service parameter driven applications. The State of Missouri will not make IBI system software products available to 3rd parties for application development. Contractors for the State of Missouri may utilize the IBI system software products to develop applications on the State Data Center CPUs that are for the benefit of the State of Missouri.

Exhibit B is specifically for Information Builder's system software products that operate at the state agencies specified therein on various platform environments. Products listed on Exhibit B are subject to upgrade fees and additional user fees if applicable when systems are upgraded or more users than authorized are using the products. The maintenance amounts specified in Exhibit B must be mutually agreed to between the contractor and the state agency.

#### New Software Acquisitions:

All new software acquisition prices shall be as indicated in Information Builder's Price List or Fee Schedule that is in effect at the time of January 1<sup>st</sup> each year and that Price List that is in effect shall remain the firm, fixed Price List for a one year period, unless otherwise agreed to by the Division of Purchasing and Materials Management. No third party software shall be acquired under this contract. The following discounts shall be applied to new software acquisitions:

**IBI products as outlined on exhibit A, exhibit B, or Other IBI products the State may purchase may be acquired at 26% minimum discount or more from the IBI list price. The State of Missouri reserves the right to work with the contractor to arrive at mutually agreed upon higher percentage discounts more favorable to the State on each purchase.**

#### Maintenance Pricing for New Products:

Maintenance fees on new purchases shall not exceed fifteen percent (15%) of the purchase price at the time/date of purchase. For new software acquisitions, maintenance shall be provided at no additional cost for twelve months from date of installation.

#### Maintenance Pricing for Existing Inventory:

The maintenance prices for existing inventory shall be as specified in Exhibit A and B of this document. All prices stated in Exhibit A and B shall be firm, fixed through 12/31/2016.

## **Software Maintenance Support Services (see Exhibit E):**

The contractor must provide maintenance (e.g. updates/new releases) and technical support for all software provided, including ongoing telephone support, problem determination, and resolution consistent with state's subscription to IBI's annual maintenance program known as InfoResponse.

For Exhibit B products, the contractor shall agree and understand that the State of Missouri reserves the right to cancel an annual term of maintenance on any or all of the item(s) with 30 days prior written notice to the contractor.

The contractor must provide technical support Monday - Friday, 8 a.m. through 5:00 p.m. central time, excluding state holidays.

The contractor must provide a toll free telephone number for support.

The contractor must 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.

At the request of the agency, the contractor should provide on-site support as needed, if needed as reasonably requested.

So long as the State of Missouri pays the software maintenance fees as specified within this document, the contractor shall provide to the State of Missouri all generally publicly available improvements and additions to the functionality, as well as new functions, of the Licensed Software and provide the maintenance services as specified herein. The contractor shall maintain the Licensed Software so that it operates in conformity with all descriptions and Specifications herein or as otherwise provided by the contractor, including Specifications for the performance of all improved or modified versions of the Licensed Software which the State of Missouri has been licensed to use. Maintenance services shall include, at a minimum, the detection and correction of software errors according to the specifications described herein and in the contractor's documentation of the software and the implementation of all program changes, updates, upgrades, and installation of additional programs provided under this contract discovered by the State of Missouri or otherwise made known to the contractor. The contractor agrees to respond to the State of Missouri's inquiries regarding the use and functionality of the solution as issues are encountered by Authorized Users.

**EXHIBIT A  
(Pricing Page)**

All prices quoted herein shall be firm, fixed for the contract period. Unless stated in Exhibit A, herein, the State shall assume that absolutely no other fees or charges, including UPGRADE fees, will be assessed to the State whatsoever in connection with the software support services as described in section 3.5.

**EXISTING SOFTWARE INVENTORY  
FOR MAINFRAME CPUS  
MAINTENANCE PRICING PAGE**

**Pricing shall remain firm, fixed and as specified in the Exhibit A tables below for the initial contract period.**

**Information Technology Services Division / State Data Center (Fixed Subscription Term License pursuant to section 2.16.1)**

<b>Licensed Product Description:</b>	<b>Firm, Fixed Payment Schedule</b>	
(Unlimited MSUs / Unlimited Users & Subscribers/ Statewide Enterprise License)	Payment Invoice Date	Amount
WebFOCUS Pro Reporting Server	December 31, 2011	\$257,500
	May 1, 2012	\$257,500
DB2 R/W EDA	January 1, 2013	\$257,500
Read/Write Adapter for IDMS	May 1, 2013	\$257,500
Basic Reporting System	January 1, 2014	\$257,500
CA IDMS Read	May 1, 2014	\$257,500
	January 1, 2015	\$257,500
	May 1, 2015	\$257,500
	January 1, 2016	\$257,500
	May 1, 2016	\$257,500

Department of Social Services

<b>Code</b>	<b>Licensed Product Description:</b>	<b>Number of Users</b>	<b>Firm, Fixed Maintenance Amount</b>
WRC2	Report Caster	128 concurrent users	\$9,454
WFM	Analytical Reporter	128 concurrent users	\$8,224
WSMN	Resource Analyzer	128 concurrent users	\$9,454
		<b>TOTAL:</b>	<b>\$27,132</b>

**EXHIBIT B  
EXISTING SOFTWARE INVENTORY  
FOR AGENCIES  
MAINTENANCE PRICING PAGE**

All maintenance prices specified in Exhibit B shall remain firm, fixed for the duration of the contract so long as the hardware and user configuration remains the same as specified in herein. All pricing must be mutually agreed to between the agency and IBI. Changes to said configurations may result in additional license and/or maintenance fees pursuant to the applicable IBI Price List/Fee Schedule and terms of this agreement. If applicable, once upgrades have been taken into account, the new upgraded maintenance fees shall remain firm, fixed for the duration of the contract for the new configuration of hardware and/or users.

<b>Code</b>	<b>Missouri State Highway Patrol</b>	<b>Site Code: 6663.56</b>
	<b>Licensed Product Description:</b>	
WFPR	WebFOCUS Portal	Unlimited Users
7080	WebFOCUS Developer Studio	2 Users
7022	WebFOCUS Report Developer	18 Users
WPRO	WebFOCUS Pro Server	
i261	Read/Write Adapter for Oracle	
i86	iWay Read/Write Adapter for SQL Server	
WGAE	WebFOCUS GIS Adapter for ESRI ArcIMS	
iESG	iWay Spatial Geo-Coding Adapter	
iARC	Iway GIS Adapter for ArcGIS	
iXTS	iWay Adapter Manager	
iETL	iWay Service Migrator	
	<b>Total (Annually)</b>	<b>\$101,410</b>

<b>Code</b>	<b>Department of Revenue</b>	<b>Site Code: 6663.52</b>
	<b>Licensed Product Description:</b>	<b>Annual Maintenance</b>
WPRN	WebFocus Pro Server – Includes Reporting Server, Report Caster & Resource Analyzer	\$ 6,948.42
WRON	WebFocus Report Caster Library/Archive	\$ 909.09
WSMT	WebFocus Resource Governor	\$ 844.41
WARN	WebFocus Active Reports	\$ 4,087.20
WPUL	WebFocus Portal – User Based License (375)	\$ 10,309.88
I855	iWay Common List Adapter WIN/NT Teradata	\$ 3432.00
WFM	WebFocus Analytical Reporter (30)	\$ 570.65
W86	WebFocus R/W Adapter for WIN/NT MS/SQL Server	\$ --
7022	WebFocus Report Developer license (1)	\$ 129.38
7080	WebFocus Developer Studio licenses (5)	\$ 1,005.25
	<b>Totals:</b>	<b>\$ 28,236.28</b>

**EXHIBIT B - continued**

<b>Code</b>	<b>Department of Revenue</b>	<b>Site Code: 6663.53</b>
	<b>Licensed Product Description:</b>	<b>Annual Maintenance</b>
WPRN	WebFocus Pro Server – Includes Reporting Server, Report Caster & Resource Analyzer	\$ 9,575.06
WRO N	WebFocus Report Caster Library/Archive	\$ 1,277.64
WAR N	WebFocus Active Reports	\$ 1,660.43
WUAS	WebFocus User Admin Services (100)	\$ 2,047.50
I855	iWay Common List Adapter WIN/NT Teradata	\$ 3,432.00
W86	WebFocus R/W Adapter for WIN/NT MS/SQL Server	\$ --
	<b>Totals:</b>	<b>\$ 17,992.63</b>

<b>Code</b>	<b>Department of Corrections</b>	<b>Site Code: 6663.58</b>
	<b>Licensed Product Description:</b>	<b>Annual Maintenance</b>
CG13	WebFocus CGI	\$ --
WF	WebFocus Reporting Server	\$ 14,294.27
WRC	WebFocus Report Caster	\$ 7,456.35
WUA S	WebFocus User Administration Services	\$ 13,127.38
W008	Read/Write Adapter for DB2	\$ 2,400.00
7080	WebFocus Developer Studio licenses (2)	\$ 1,035.00
7022	WebFocus Report Developer licenses (2)	\$ 991.90
	<b>Totals:</b>	<b>\$ 39,304.90</b>

<b>Code</b>	<b>Department of Corrections</b>	<b>Site Code: 6663.75</b>
	<b>Licensed Product Description:</b>	<b>Annual Maintenance</b>
ECCN	iWay ETL Workbench	\$ 499.00
IETL	iWay ETL Server	\$ 5,625.00
I019	iWay R/W Adapter for DB2	\$ 2,860.00
P01A	LU6.2 Network Service Protocol	\$ --
FFOC	Full FOCUS System	\$ 12,159.00
R01	EDA Full Function Server	\$ 2,645.00
V70	R/W Adapter for OS/400	\$ 2,860.00
	<b>Totals:</b>	<b>\$ 26,648.00</b>

# IBI InfoResponse Annual Maintenance Services

## MAINTENANCE RESPONSE TIMES

<b>Severity</b>	<b>Description</b>	<b>Response Time</b>
1	<p><u>Emergency situation, application or production down</u></p> <ul style="list-style-type: none"> <li>• Mission critical application failure.</li> <li>• Production system is down, affecting the customer's business.</li> <li>• Application issue(s) with a critical deadline (e.g., critical report needed immediately for upper management).</li> </ul> <p>After we respond to a call, we make a continuous effort to deliver a fix or workaround. The expected result is a quick resolution to your problem.</p>	1 hour
2	<p>1) <u>System function is impaired</u></p> <ul style="list-style-type: none"> <li>• S0C4, ABEND and GPF errors.</li> <li>• New customer's unsuccessful attempts at installing a product.</li> <li>• Product evaluation stalled by unknown problem.</li> <li>• General questions regarding a product evaluation.</li> </ul>	3 hours
3	<p>2) <u>Application Issues</u></p> <ul style="list-style-type: none"> <li>• Application does not function but is not immediately critical to the business.</li> <li>• Serious problem for which the customer already has a workaround.</li> </ul>	5 hours
4	<p>3) <u>Information Issues</u></p> <ul style="list-style-type: none"> <li>• General how-to questions and/or techniques.</li> <li>• Documentation errors or enhancements.</li> <li>• Documentation requests</li> <li>• Tape requests.</li> <li>• New feature requests.</li> </ul>	8 hours

# **EXHIBIT E**

## **IBI'S MASTER SOFTWARE LICENSE AGREEMENT (MSLA)**

IBI and the STATE hereby declares understanding and agreement with the following: (1) that the language of Missouri Contract C212048001 shall govern, in pertinent part, in the event of a conflict the IBI MSLA and (2) any of IBI's terms and conditions contained in the MSLA that directly conflict with the Missouri Contract C212048001's requirements, terms and conditions, shall have no force or effect and are hereby considered invalid. All other terms and provisions of IBI's MSLA as provided in Exhibit E of Missouri Contract C212048001 that are not in conflict with the Missouri Contract C212048001 shall prevail and apply hereto, except as noted below:

- **Section 15.10 of the MSLA is deleted as it pertains to the State's indemnification of IBI because it contrary to the Missouri Constitution Article III Section 38 (a).**
- **Section 21.12 of the MSLA is modified to indicate: The Missouri Contract C212048001 shall have first order of precedence followed by the MSLA as modified herein.**

**[\[refer to contract for further information pertaining to the MSLA\].](#)**