



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING

NOTIFICATION OF STATEWIDE CONTRACT

June 17, 2022

CONTRACT TITLE: IT Consulting Services – Qualified Vendors List

CURRENT CONTRACT PERIOD:	June 19, 2022 through September 30, 2022	
RENEWAL INFORMATION:	Original Contract Period:	6/19/2018– 6/18/2020
	Renewal Options Available:	0
	Potential Final Expiration:	9/30/2022
BUYER INFORMATION:	Molly Hurt 573-751-8900 Molly.hurt@oa.mo.gov	

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

THE USE OF THIS CONTRACT IS **MANDATORY** FOR ALL 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 USE OF THIS CONTRACT IS **OPTIONAL** FOR ALL **POLITICAL SUBDIVISIONS** ENROLLED IN THE STATE OF MISSOURI'S COOPERATIVE PROCUREMENT PROGRAM.

The entire contract document may be viewed and printed from the Division of Purchasing'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 / MissouriBUYS Number	VENDOR INFORMATION	MBE/ WBE
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CONTRACT NUMBER	VENDOR NUMBER / MissouriBUYS Number	VENDOR INFORMATION	MBE/WBE
CT170770001	MB00023900 / 0105232820 0	<p>Berry Dunn McNeil & Parker, LLC 100 Middle Street Portland, Maine 04101</p> <p>Contact: Mr. Charles K. Leadbetter cleadbetter@berrydunn.com (207) 541 – 2249</p> <p>Alternate Contact: Timothy Masse tmasse@berrydunn.com</p> <p>Bill Brown bbrown@berrydunn.com</p> <p>Ed Daranyi edaranyi@berrydunn.com</p>	<ul style="list-style-type: none"> • Rose International (MBE/WBE) • ECCO Select (MBE/WBE)
CT170770002	6113890590 0 / MB00080685	<p>Coolsoft, LLC 1902 Campus Place, Suite 12 Louisville, KY 40299</p> <p>Contact: Mr. Anand Krishnamurthy anand@coolsofttech.com (502) 327 – 9805 ext. 5007</p> <p>Alternate Contact: Bala Chittem bala@coolsofttech.com (502) 327 – 9805 ext. 5001</p> <p>Roger Natarajan roger@coolsofttech.com (502) 327 – 9805 ext. 5003</p>	<ul style="list-style-type: none"> • Phenix LLC (SDVE) • Coolsoft (MBE) • PSRI Inc. (WBE)

CONTRACT NUMBER	VENDOR NUMBER / MissouriBUYS Number	VENDOR INFORMATION	MBE/ WBE
CT170770003	MB00051499	<p>Elegant Enterprise-Wide Solutions 25961 Hartwood Drive Chantilly, Virginia 20152</p> <p>Contact: Priyanka Arora govt@elegantsolutions.us (703) 609 – 0215</p> <p>Alternate Contact: Vikas Arora govt@elegantsolutions.us (703) 909 – 1289</p>	<ul style="list-style-type: none"> • Practical Concepts Consulting, LLC (SDVE) • Alhpointe (BSW) • B2B Strategic Solutions, Inc. (MBE/WBE)
CT170770004	MB00084017	<p>HealthTech Solutions, LLC 2030 Hoover Blvd. Frankfort, Kentucky 40601</p> <p>Contact: Franklin T. Lassiter frank@thinkhts.com (502) 803 – 0121 (Cell) (502) 352 – 2460 (Office)</p>	<ul style="list-style-type: none"> • S Tech (MBE) • ALW Solutions (WBE) • Radiature (WBE)
CT170770005	MB00093431	<p>Huber & Associates 1400 Edgewood Drive Jefferson City, MO 65109</p> <p>Contact: Elizabeth Huber ehuber@teamhuber.com (573) 634 – 5000</p> <p>Additional Contacts: DSchanzmeyer@teamhuber.com dshiple@teamhuber.com JBuhr@teamhuber.com</p> <p>PAQ Notifications PAQRequest@teamhuber.com jbuhr@teamhuber.com</p> <p>**NOTE: please sure to send PAQ requests to ALL addresses listed for Huber per request of Huber.</p>	<ul style="list-style-type: none"> • Huber & Associates (WBE)

CONTRACT NUMBER	VENDOR NUMBER / MissouriBUYS Number	VENDOR INFORMATION	MBE/WBE
CT170770006	1332523330 0 / MB00090251	<p>Infocrossing, Inc., A Wipro Company 905 Weathered Rock Road Jefferson City, MO 65101</p> <p>Contact: Mr. Ashish Kumar Ashish.kumar52@wipro.com (573) 635 – 2434 ext. 6321</p>	<ul style="list-style-type: none"> • S2Tech (MBE) • Kapstone Technologies, LLC (WBE)
CT170770007	MB00111927	<p>INNOVA Consulting 13220 Metcalf Ave., Suite 310 Overland Park, Kansas 66213</p> <p>Contact: Bruce Scott bscott@innovaconsulting.com (913) 777 – 1679 or (913) 353 – 1400 ext. 1007</p>	n/a
CT170770008	4318102970 0 / MB00091202	<p>Information Resource Group 1617., Suite 200 Jefferson City, MO 65109</p> <p>Contact: Shyam Goel sgoel@irginc.net (573) 230 – 8547</p> <p>Harshdeep Bhasin hbhasin@irginc.net (573) 632 – 6474 ext. 600</p> <p>Alternate Email Address: moreq@irginc.net</p>	<ul style="list-style-type: none"> • Citadel Federal Solutions, LLC (SDVE) • Alphapointe (BSW) • IRG (MBE) • NextGen (WBE)
CT170770009	MB00008156	<p>RedMane Technology 8614 W. Catalpa Ave., Suite 1001 Chicago, IL 60656</p> <p>Contact: Gillian Hulse Gillian_hulse@redmane.com (773) 992 – 4534</p>	<ul style="list-style-type: none"> • Rose International (MBE) • NextGen (MBE) • Rose International (WBE) • NextGen (WBE)

CONTRACT NUMBER	VENDOR NUMBER / MissouriBUYS Number	VENDOR INFORMATION	MBE/WBE
CT170770010	2003431800 0 / MB00091639	<p>RKV Technologies, Inc. 3219 Emerald Lane, Suite 1100 Jefferson City, MO 65109</p> <p>Contact: Ms. Lucy Watts Lucy.watts@rkvtechnologies.com 573-635-9979</p> <p>Alternate Contact: Robert Myers Bob.myers@rkvtechnologies.com (573) 635 – 9979</p>	<ul style="list-style-type: none"> • Alhaphointe (BSW) • Professional Services & Resources Inc. (MBE) • Prospect Infosys (MBE) • ALW Solutions Inc. (WBE) • Radiature (WBE) • Professional Services & Resources Inc. (WBE) • Ecco Select (WBE)
CT170770011	4316344700 0 / MB00081760	<p>Rose International, Inc. 16401 Swingley Ridge Road, Suite 300 Chesterfield, Missouri 63017</p> <p>Contact: Teri Elder telder@roseIT.com (636) 812 – 4000 ext. 7016</p>	<ul style="list-style-type: none"> • Citadel Federal Solutions, LLC (SDVE) • Rose International (MBE/WBE)
CT170770012	MB00024830	<p>Timmons Group 1001 Boulders Parkway, Suite 300 Richmond, VA 23225</p> <p>Contact: Chris Gerecke Chris.gerecke@timmons.com (804) 200 – 6962</p>	n/a

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
6/19/2022 – 9/30/2022	6/9/2022	Extended all contracts through 9/30/2022 and updated the buyer information
6/19/2021 – 6/18/2022	6/29/2021	Second renewal executed and buyer information updated
6/19/2020 – 6/18/2021	5/9/2020	First renewal executed
6/19/2018 – 6/18/2020	6/22/2018	Initial issuance of new statewide contracts

1. PERFORMANCE REQUIREMENTS

1.1 General Requirements:

- 1.1.1 The resulting contracts 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 contracts; if such items are needed they shall be obtained through other state contracts or procurement efforts.
- 1.1.2 The contractors 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).
 - a. 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:

- 1.2.1 The state agency requesting a Project Assessment Quotation (PAQ) for a particular Information Technology Consulting project shall notify all twelve (12) 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.
- 1.2.2 PAQ Cost Evaluations must be 50 points out of 100 points possible. Lesser cost point evaluations require prior approvals from ITSD and/or Division of Purchasing.
- 1.2.3 The agency shall complete a PAQ Response Abstract / Project Assessment Quotation (PAQ) Evaluation Justification Document (see attachment 2).
- 1.2.4 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 Division of Purchasing for nonconsolidated agencies.
- 1.2.5 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>
- 1.2.6 Upon request from the state agency for a particular personnel classification, the contractor(s) shall provide resume(s) of available consultants. The contractors shall understand and agree that any state agency requesting services under the contract shall reserve the right to accept or reject any of the contractors' consultant(s). The contractors must notify the requesting state agency in writing with a "No Bid" response when the contractor is unable to offer candidates that meet the agency's request.
- 1.2.7 All of the contractor(s)'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.
 - a. No offshore services shall be performed under the resulting contract(s).
- 1.2.8 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.
- 1.2.9 When the contractors are 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(s). Normal business hours shall be 8:00 a.m. to 5:00 p.m. Central Time. It is the agency's sole discretion whether to allow the contractor(s)'s staff any after-hours access to the agency's facility.

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

1.2.10 The contractor(s) shall provide immediate replacement of any of the contractor(s)'s consultant(s) providing services under the contract(s), if requested by the state agency, if deemed to be in the best interests of the state agency.

1.2.11 The contractors must comply with state and enterprise policies, standards including technology standards, state accessibility standards and data security standards, and procedures. Detailed standards can be found on the Approved Standards for Security Domain state websites at:

- a. <http://content.oa.mo.gov/information-technology-itsd/it-governance/enterprise-architecture>; and
- b. <http://content.oa.mo.gov/information-technology-itsd/it-governance/enterprise-architecture/security-domain>.

1.2.12 All variances from the Missouri Enterprise Architecture Standards must be approved by the State of Missouri's Chief Information Officer.

1.2.13 If applicable, all programmers provided by the contractor(s) must adhere to and use programming standards and documentation conventions of the State of Missouri and the contracting agency.

1.2.14 The state agency reserves the right to cancel any work assignment (under a PAQ as outlined herein) by providing the contractor(s) with ten working days' advance notice in accordance with the provisions outlined herein). The state agency and contractor(s) shall establish a transition plan that establishes the amount paid to the contractor(s) for work performed, if all work was not already completed, and outlines the process to transition the work completed to the state and new contractors.

1.2.15 The contractor(s) 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.

1.3 Qualified Provider Services Available Through the Contract:

1.3.1 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
- 10) Project Stakeholder 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 primarily of a highly virtualized Windows environment utilizing VMWare technologies in the State's private cloud. The state leverages an existing blade environment, utilizing a 10G Ethernet and 8G FC fabric connected to a highly optimized, virtualized storage area network (SAN). The state also supports a legacy mainframe environment and multiple mid-range systems consisting largely of pSeries and iSeries. The state utilizes a highly consolidated environment operating between two primary sites. Core services include configuring environmental and operating systems, installation and configuration of development software, backup and recovery, capacity planning, disk utilization, resource management and disaster recovery services, mail services, active directory administration and management, system platform interface and integration development and technology transition. Collaboration services include content management services, enterprise logging, enterprise monitoring and system testing. Database management and administration services are available. Middleware services include middleware configuration and management, hosting services management, secure file transfer services and application support services. Virtual desktop services and mobility management are also available.
- 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, web design, web development, 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 that include CICS command level Cobol, AIX scripts and crons, C, C++, AS/400 Cobol and RPG, Visual Basic, .NET, Notes, Java, OnBase, 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. Web-based applications are expected to function well in all modern browsers.
- 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). Experience and/or knowledge of risk assessment practices as defined within the National Institute of Standards and Technology (NIST) Special Publication 880-30 and International Organization for

Standardization (ISO)/International Electrotechnical Commission (IEC) Information Security Standard 27005; Certified Information Systems Auditor (CISA) or Certified Information Systems Security Professional (CISSP).

- h. System Integration: Expertise related to the integration and/or interface of disparate computer systems, subsystems, and/or modules to allow the component systems to function as a whole; expertise in the architecture to support efficient and effective system integration; expertise in the various techniques and tools used to integrate/interface systems; expertise in standards for the exchange of data between component systems; expertise in managing the development of system integrations; and experience working with staff from multiple vendors to integrate and/or interface solutions.
- i. Independent Verification and Validation Services (IV&V): Expertise in monitoring and evaluating the execution of a project from inception to completion. This service includes identifying risks and issues to escalate to the project governance team and stakeholders; assessing establishment and implementation of formal software development lifecycle methodologies including waterfall and agile; evaluating execution of project phases including business requirements definition, system design, development, system testing, user acceptance testing, and implementation; evaluating project documents and artifacts for effectiveness, completeness, and accuracy; assessments of project readiness for entrance into or exit from project phases; assessment and certification reports; maintaining independence from project leadership in both fact and appearance; providing objective evaluations of project progress and performance in formal status reports; providing effective verbal and written communications with all management levels; presenting material findings both verbally and in writing; and providing project leadership with specific recommendations to improve processes and increase the likelihood of project success.
- j. Geographic Information System (GIS): Data, databases, application programming interfaces, and applications designed to capture, store, manipulate, analyze, manage, and present all types of spatial or geographic data. The Esri platform is the Missouri state standard for GIS desktop and server software and services.

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

- a. Making presentations on specific information technology related topics;
- b. Upon request by the State of Missouri, the contractor(s) shall provide an oral presentation on a given topic to a group or groups of state agency personnel.
- c. In the event analysis/study results compete or conflict with the state's published architecture standards, the contractor shall notify and provide a copy of the recommendation to the Information Technology Services Division (ITSD). In the event the contractor recommends any technology policy changes, strategy and/or direction to the state agency, they must first obtain written approval from ITSD prior to performance of any services based on the recommended changes.

1.4 Project Assessment Quotation:

1.4.1 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.

- a. 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.

1.4.2 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 QVL, 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) **Project Goals & Objectives:** 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. 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.
- 3) **Scope of Work:** A listing of specifications/performance requirements, standards, locations, tasks, deliverables, schedule, and the state's 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 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.
- 4) **Project Approach:** This section details the approach for each project phase. This information could vary based on the project needs for each phase of the project.
- 5) **Technical Environment:** A description of the infrastructure, environment considerations, and security requirements for the project.
- 6) **Deliverables:** This section clearly states what the contractor must deliver. A description of the acceptance criteria as well as what the contractor must obtain from the agency to verify the agency's receipt and approval of the deliverable work product is also included.

b. **STEP 2: PAQ RESPONSE**

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) **Scope Validation and management:** A description of how the contractor will specifically go about developing a scope baseline and confirming that the work being planned is within bounds set forth contractually and how the contractor will monitor and manage scope over the course of the project.
- 4) **Approach/Methodology:** A description of how the contractor will specifically go about completion of the work for the PAQ project. This description should address the information requested in each PAQ project and may include the following:
 - 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 describes how the requirements/specifications to be fulfilled 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.
 - Assumptions/Contingencies: The contractor's response to a PAQ shall not include assumptions or contingencies, unless specifically requested by the PAQ. The contractor shall not qualify any part of its performance through such an assumption or contingency in their PAQ response. In the event the contractor has uncertainty regarding the requirements of the PAQ or the risk associated with the PAQ requirements, then the contractor must ask questions to the state agency while the PAQ is available for response by the contractor to give the state the ability the amend the PAQ to address the contractor's questions or concerns.
- 5) **MBE/WBE, Blind/Sheltered Workshop, SDVE Participation:** A description of the contractor's proposed participation by MBEWBE, Blind/Sheltered Workshop, SDVE subcontractors, including the work to be performed by the subcontractor(s) and the participation commitment made to the subcontractor(s)(i.e. dollar amount or percentage of the project).
- 6) **Cost Response:** Firm, fixed price(s) per deliverable to fulfill the PAQ Project shall include the following:
 - A 10% payment holdback per deliverable for any project for which the total firm, fixed price for all deliverables is \$75,000 or greater, unless otherwise identified in the PAQ.
 - All travel-related expenses related to providing on-site services must be included within the firm, fixed deliverable price.
 - No separate or additional reimbursement shall be made for travel related expenses.
 - If deliverables are not known at the time a (explain the support model).
 - Any cost incurred by the contractor to initiate or start the project (i.e. software licenses, new equipment, training, resource onboarding, development/test environments, or setup time) must be factored into the fixed cost.

- 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.
- 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. In other words, if the contractor underestimates the level of effort in terms of personnel resources, the contractor shall not 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). PAQ pricing shall be based on specific deliverable components of the project and shall not be based on monthly billing. 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 and acceptance of a deliverable).

c. **STEP 3: EVALUATION OF PAQ RESPONSES**

Each competitive PAQ shall be evaluated based on a 100-point 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 for all other agencies. The agency shall document in writing their evaluation justification regarding their award determination.

- 1) During the evaluation of the PAQ responses, the state agency reserves the right to request clarification of the contractor's intent regarding the contractor's PAQ response. Any clerical error, apparent on its face, may be corrected before award of a PAQ. Upon discovering an apparent clerical error, the state agency shall contact the contractor and request clarification of the intended PAQ response. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- 2) PAQ requirements may be changed by the state agency via an amendment to the PAQ while open for response from the contractors, but the state agency must not conduct competitive negotiations during the evaluation of the PAQ responses or after award of the PAQ (excluding the PAQ Change Request process identified herein as deemed necessary by the state). In the event all PAQ responses fail to meet the requirements of the PAQ, the state agency shall cancel the PAQ and issue a new PAQ with revised specifications.

The state agency reserves the right to contact the contractors after the PAQ has been cancelled, but before the replacement PAQ is issued, to discuss the specifications of the PAQ.

d. **STEP 4: APPROVAL AND AWARD OF PAQ**

The awarded contractor and the agency's designated personnel must indicate mutual acceptance of the PAQ project by signing and dating the PAQ Response document. The agency's designated personnel (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) to the Division of Purchasing 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. **STEP 5: AUTHORIZATION TO PROCEED/ PAQ PROJECT WORK**

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 or other form of authorization given to the contractor at the discretion of the state agency. 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 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 and/or 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**

PAQ costs for the PAQ project work shall be paid 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. The typical response time for PAQ Responses is ten (10) business days after issuance.
- 2) 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. The state agency will issue additions, revisions, and deletions to the PAQ specifications and requirements via an amendment to the PAQ, prior to the PAQ Response Due Date (excluding the PAQ Change Request process identified herein as deemed necessary by the state).
- 3) The contractor should participate in a pre-bid conference, if held by the state agency, in order to provide clarity regarding the PAQ. The pre-bid conference will be conducted via a conference call or web-ex meeting.
- 4) The State of Missouri intends to utilize the state's eProcurement system, MissouriBUYS, to issue PAQs to the contractors and to have the contractors respond to the PAQs in MissouriBUYS. The use of MissouriBUYS will automate the PAQ process and allow the state to post all responses in the system once an award has been made in order, which provides a centralized place for all documents associated with the PAQ for open records purposes.
- 5) 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.
- 6) 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.
- 7) The contractor shall not be paid for the preparation of the PAQ Response.

- 8) 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.
- 9) In addition to the PAQ Request, any attachments, questions and answers, and the PAQ response document are considered part of any awarded PAQ under the contract.
- 10) 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, a copy to the contractor and retaining a copy for the agency's designated Project Manager.
- 11) 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.
- 12) The duration of any PAQ must not exceed the effective contract period.
- 13) 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).
- 14) Payment Holdback: Unless otherwise authorized by the Division of Purchasing, projects with a total firm, fixed price of \$75,000 or greater for all deliverables shall have ten percent (10%) holdback of each deliverable held back by the agency, which 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 to 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 completed and accepted PAQ deliverables for that particular PAQ project shall be paid 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.

- 15) The PAQ may contain a statutory or funding deadline for the project. The PAQ may contain additional withholding amounts, liquidated damages, or other special requirements, including but not limited to maintenance and support, warranty, bond, etc. for the project that are in addition to the other provisions of the contract. Such items shall be listed in the PAQ. Any additional withholdings and liquidated damages requirements must be reviewed and approved by the Division of Purchasing prior to inclusion in a PAQ.

1.5 On-Site / Off-Site Services:

1.5.1 The contractor's consulting services must be available to be provided both as on-site services at the state agency's location and as off-site services at the contractor's facility. The state agency will specify whether requested services must be provided on-site, off-site, or a combination thereof on a per-PAQ basis. Off-site services do not have to be performed in the State of Missouri unless otherwise identified in the PAQ.

- 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 will be responsible for providing 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.)
 - 2) Any software used should be the same as or compatible with the software used by the agency for which the work is being performed.)
 - 3) The contractor(s)'s staff performing work on-site during the state agency's normal business hours must adhere to the internet usage policy. The contractor(s)'s consultants must also adhere to the contracting state agency's policies pertaining to facility and data security, press releases, and public relations.
 - 4) The contractor's staff must adhere to the office policies, personnel policies, code of conduct, and dress code of the facility where the staff is performing services. Upon initiation of engagement, the contractor must review the individual agency's policies with the state agency's Project Manager or their designee.
 - 5) No separate or additional travel expense payments and/or reimbursements shall be made to the contractor(s) for providing any on-site services, since the contractor(s)'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.
 - 3) While remotely connected to State of Missouri computing resources, the contractor's staff performing work off-site must adhere to the internet usage policy, which may be found at the following web site

link: <http://oa.mo.gov/sites/default/files/POLC-12.pdf>. The contractor's consultants must adhere to the state's policies pertaining to data security, press releases, and public relations.

1.6 Performance Monitoring:

- 1.6.1 The state will monitor the contractor(s)'s performance regarding the responses, project performance, and overall contract performance.
- 1.6.2 PAQ Response Performance: The contractor must provide either a solution proposal or no-bid response to all PAQ requests. The no-bid responses must outline why the contractor is unable to provide a solution proposal to the PAQ request. The contractor's PAQ response performance will be monitored by the state. Lack of responses to PAQs will be reviewed by the state on a regular basis, and ongoing no-bid responses may require further justification by the contractor.
- 1.6.3 Project Performance: The contractors' project performance will be reviewed by the state on a weekly or monthly basis, at the state's discretion, by the state agency and/or the Information Technology Service Division's Project Management Office (PMO). The state agency and/or PMO may review the contractor's compliance to the mandatory requirements, including all desirable requirements the contractor indicated they are willing to perform, of the awarded PAQ.
- 1.6.4 Overall Contract Performance: The contractors' overall contract performance will be reviewed by the state on a regular basis. The contractors' MBE/WBE participation commitment compliance will be reviewed on a monthly basis as reports are submitted. The state will review the contractor's compliance to the mandatory requirements of the overall contract.
- 1.6.5 The contractors with inadequate response or project performance shall be informed by the state of such performance issues, asked to implement corrective actions and may be required to submit a written corrective action plan response to the Division of Purchasing. The state reserves the right to remove the contractor and cancel and/or terminate their contract if the state determines that a contractor continues to demonstrate inadequate performance and shows inadequate sign of improvement, as determined by the state, in their performance of their contract obligations. A contractor's inadequate performance on projects may also negatively affect future evaluation considerations for other state projects. If a PAQ is cancelled due to inadequate performance, in addition to having the right to cancel the contractor's contract, the state may suspend the contractor from bidding on future State of Missouri solicitations, or take any other action permitted by the contract or law.
 - a. In lieu of cancelling a PAQ or the contract due to inadequate performance, as identified herein, the state may offer the contractor the ability to submit a plan to rectify the performance issues and an opportunity to resolve the performance issues over a defined period of time. While the contractor works to resolve the performance issues for a PAQ, the contractor will not be included in the active list of contractors receiving new PAQ requests. Once the contractor resolves the performance issues and the project(s) is in good standing, as determined by the state agency and the Division of Purchasing, the contractor may be placed on the active list of contractors receiving PAQ requests.

1.7 Single Point of Contact/Contractor Status:

- 1.7.1 The contractor must function as the single point of contact for the state, regardless of any subcontract arrangements established by the contractor. This shall include assuming responsibility and liabilities for all problems relating to all services provided. The state agency will not hold the contractor responsible or liable for any subcontractor/third party relationships established by the state agency outside of the IT Consulting contract. The state agency will assume the responsibility of all contractual relationships established outside the IT Consulting contract to ensure the performance of the third parties do not impact the contractor's ability to perform the requirements of the contract.
- 1.7.2 The contractor(s) 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.

1.8 Security Clearance:

1.8.1 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)'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(s) shall agree to provide information that may be needed to complete security background investigations of the contractor(s)'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.

- a. The contractor(s) shall be responsible for the costs for such security background investigations.

1.9 Confidentiality and Security Data & Documents:

1.9.1 The contractor(s) 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, unless authorized by legal proceeding.

1.9.2 The contractor(s) and any required contractor(s) personnel must sign documentation regarding confidentiality and security for this contract(s) upon request by the state agency for the particular project. Failure of the contractor(s) and any required personnel to sign such documents shall be considered a breach of contract(s) and subject to the cancellation provisions of this document.

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

1.9.4 The contractor(s)'s and/or system's failure to maintain the level of security required by the State of Missouri to protect the data shall be considered a material breach of the contractual obligations by the contractor(s).

1.9.5 The contractor(s) acknowledges and agrees that all information and data pertaining to the requirements of the contract(s) shall be held confidential and shall not be sold or made available to a third party outside of the contract(s) without the prior written authorization of the agency.

1.10 Contractor Personnel:

1.10.1 The contractor(s) must provide resumes for all contractor staff being assigned to the project for the review of and acceptance by the state. Contractor staff assigned to the project are subject to the approval or rejection by the state. The state may interview the contractor's proposed staff prior to acceptance. If there would be a need to replace the staff by the contractor, any subsequent proposed staff may be interviewed by the state prior to acceptance. The contractor must guarantee that all staff included in the contractor's PAQ response are willing and able to work in Missouri.

1.10.2 The contractor(s) shall make available personnel to provide the required services who have excellent English communication skills.

1.10.3 Substitution of Personnel - The contractor(s) agrees and understands that the State of Missouri's agreement to the contract(s) is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the proposal.

- a. No substitution of such specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency except in circumstances such as death, disability, illness, grave personal circumstances, unscheduled military service deployments, resignation, termination, or other severance of association (“special circumstances”).
- b. Any substitution of the specific key individual(s) and/or personnel qualifications identified in the proposal must be with individual(s) of equal or better qualifications than originally proposed.
- c. The contractor(s) should provide at least a two-week advance notification to the state in the event the contractor(s) must make a substitution of personnel, except under special circumstances.
- d. The contractor(s) shall provide resumes for all contractor(s) staff being assigned to the project if different from staffing originally proposed. If there would be a need to replace key staff, any subsequent proposed key staff may be interviewed by the state prior to acceptance/rejection.
- e. The state agency shall have the right to accept the proposed substitute candidate or request additional resumes of other available personnel. The state shall reserve the right to use reasonable discretion to accept or reject any substitute personnel offered by the contractor(s). Such approval of substitution requests will not be unreasonably withheld.

1.10.4 Once contractor(s)’s staff is approved by the state and is meeting contract requirements, commercially reasonable efforts shall be made to hold staff changes to a minimum. If the contractor(s) makes a staff substitution, the contractor(s) must assume responsibility to fully train the staff substitute on all aspects of the project, including business and technical requirements, such that the staff substitute has a reasonable understanding of the project prior to beginning work.

1.10.5 Upon receiving written notification from the state agency of contractor(s) personnel performance-related issues, the contractor(s) shall either immediately cure any performance-related issues by such staff, including possible misconduct, or provide prompt replacement of applicable contractor(s)’s staff providing services under the contract, pursuant to the substitution of personnel requirements herein. However, if required by the state, due to the severity of the circumstance, the contractor(s) must provide prompt replacement of applicable staff members without being given an opportunity to cure staff misconduct.

1.11 Information Technology Accessibility Compliance:

1.11.1 Section 191.863 of the Revised Statutes of Missouri (RSMo) requires state agencies to make information technologies accessible to individuals with disabilities. The State of Missouri’s Information Technology (IT) Accessibility Standards (<http://oa.mo.gov/itsd/it-governance/enterprise-architecture/it-accessibility-standards>) provide direction for complying with RSMo 191.863. All products provided by the contractor, including enhancements, changes and upgrades to the products, shall comply with the applicable accessibility requirements of the Missouri IT Accessibility Standards, unless the contractor’s awarded bid response contains specific disclosure of product non-conformance in a Voluntary Product Accessibility Template (VPAT); or other comparable document.

- a. The contractor(s) shall promptly respond to any complaint brought to its attention regarding accessibility of the products provided hereunder that were specified in the contractor’s awarded bid response as compliant products. 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.

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)

2.1.1 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:

2.2.1 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 Force Majeure:

2.3.1 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 reasonable 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 seventy-two (72) hours after its occurrence in order to receive the liability protections of this paragraph.

2.4 Liability:

2.4.1 Contractor's liability for damages to the state for any cause whatsoever, whether in contract or in tort, but excluding negligence, shall be limited in the aggregate to two times the total PAQ price of the PAQ which gave rise to the damages. The foregoing limitation of liability shall not apply to:

- a. Claims brought against the state by third parties for bodily injury to persons or damage to real or tangible personal property caused by contractor's negligence or willful misconduct; or
- b. Claims arising out of injury to the person and/or damage to the property of the state, employees of the state, persons designated by the state for training, or any other person(s) other than agents or employees of the contractor, designated by the state for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the deliverables either at the contractor's site or at the state's place of business, provided that the injury or damage was caused by the direct negligence of the contractor; or
- c. The Missouri Constitution, Article III, sec. 39, prohibits the State from indemnifying, holding harmless, or agreeing in advance to defend any person or entity; or
- d. Costs or attorneys' fees which the state becomes entitled to recover as a prevailing party in any action, if authorized by law; or

- e. The liability under the section entitled “Inventions, Patents, and Copyrights” to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights.
- 2.4.2 In no event shall the parties be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages, except to the extent that contractor’s liability for such damages arises out of sub-sections a through d above.
- 2.4.3 Nothing herein shall be construed to waive or limit the state’s sovereign immunity or any other immunity from suit provided by law.
- 2.4.4 State’s liability for damages to the contractor for any cause whatsoever, whether in contract or in tort shall be limited in the aggregate to no more than the total PAQ price of the PAQ which gave rise to the damages.

2.5 Business Associate Provisions:

- 2.5.1 The contractor shall agree and understand that some of the state agencies that may utilize the contractor’s services are subject to and must comply with the provisions of various acts and statutes. These may include but are not limited to the following; Health Insurance Portability and Accountability Act (HIPAA), Payment Card Industry (PCI), Criminal Justice Information Services (CJIS), Personally Identifiable Information (PII), Americans with Disabilities Act and Federal Section 508 compatibility, etc. The state agency will identify all applicable provisions in the PAQ. The contractor must ensure compliance with all provisions identified in the PAQ.

2.6 Prohibitive Hiring:

- 2.6.1 The contractor and the contractor's subcontractor(s) shall not hire any current employee of the state agency or of the ITSD for work on PAQ projects resulting from this RFP for a period of not less than six (6) months after their date of separation of employment with the State (unless the individual has retired in accordance with the State of Missouri's retirement program or has experienced a cessation of employment due to layoff from their State of Missouri department, or otherwise dismissed) without the prior written approval of the applicable state agency’s director or other designated official. The contractor shall obtain the required approval before contacting any described employee for the purposes of possible employment. The state will not hire any of the contractor or contractor's subcontractor employees during the term of contract performance period, without prior approval from the contractor.

2.7 Property of State:

- 2.7.1 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.
- 2.7.2 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.
- 2.7.3 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.
- 2.7.4 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.

2.8 Substitution of Personnel:

- 2.8.1 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. No substitution of such specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency except in circumstances such as death, disability, illness, grave personal circumstances, unscheduled military service deployments, resignation, termination, or other severance of association (“special circumstances”).
- 2.8.2 Any substitution of the specific key individual(s) and/or personnel qualifications identified in the proposal must be with individual(s) of equal or better qualifications than originally proposed.
- 2.8.3 The contractor shall provide resumes for all contractor staff being assigned to the project if different from staffing originally proposed. If there would be a need to replace key staff, any subsequent proposed key staff may be interviewed by the state prior to acceptance/rejection.
- 2.8.4 The state agency shall have the right to accept the proposed substitute candidate or request additional resumes of other available personnel. The state shall reserve the right to use reasonable discretion to accept or reject any substitute personnel offered by the contractor. Such approval of substitution requests will not be unreasonably withheld.

2.9 Payments:

- 2.9.1 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor Input/ACH-EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. Each contractor invoice must be on the contractor’s original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state’s EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFP.
- 2.9.2 The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri’s central accounting system (SAMII) on the Vendor Services Portal at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.
- 2.9.3 Notwithstanding any other payment provision of the contract, if the contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the state agency may withhold payment or reject invoices under the contract.
- 2.9.4 Final invoices are due by no later than thirty (30) calendar days of the expiration of the contract, unless otherwise stated in the contract. The state agency shall have no obligation to pay any invoice submitted after the due date.
- 2.9.5 If a request by the contractor for payment or reimbursement is denied, the state agency shall provide the contractor with the written notice of the reason(s) for denial.
- 2.9.6 If the contractor is overpaid by the state agency, upon official notification by the state agency, the contractor shall provide the state agency with a check payable as instructed by the state agency in the amount of such overpayment. The contractor shall submit the overpayment to the state agency at the address specified by the state agency

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.

If under this contract you committed to use a MBE and/or WBE, please state if you intend to use a MBE and/or WBE for this PAQ. **[Yes, No or N/A]** If your response was “Yes,” please complete the information below for each MBE and/or WBE you propose for this PAQ *(add lines as necessary)*:

MBE/WBE Name:	Type: [MBE, WBE or Both]	Percentage or Dollar Amount of work that MBE/WBE will perform for this PAQ:
MBE/WBE Address:	Specific work that MBE/WBE will perform, noting the PAQ provisions related to such work:	

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: <i>(Describe any acceptance criteria for deliverables)</i>
AGENCY TASKS and/or ITSD RESPONSIBILITIES: <i>(Section should include Government Furnished Property and Place of Performance)</i>	
TECHNICAL ENVIRONMENT: <i>(Section should include; tools, technologies, development/production environment and infrastructure specifications)</i>	
As of September 1, 2015 the policy of the State of Missouri regarding software development licensing is; that the contractor is required to have all necessary licenses to perform the PAQ. Therefore, while providing IT services in conjunction with the award of this PAQ the vendor shall purchase/supply and maintain the required licenses (per developer) for all development tools for the duration of the project, unless specifically indicated by the PAQ. If there are questions before bidding, regarding the toolset required by the PAQ, the bidder may submit questions within the timeframe indicated in the bid request.	
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 criteria 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



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 provide service and often the employer does not care who performs that job.
... has little control over the hiring, supervising, and payment of assistants. Such action by an employer generally shows control over people on the job with whom assistants work.	____ or ____	... hires, supervises, and pays other workers under a contract in which he or she agrees to provide materials and labor and is responsible for the attainment of a given result.
... normally has a continuing relationship with the person for whom Services are performed. Services may be continuing even though they are Performed at irregular intervals, on a part-time basis, seasonally, or over a short term.	____ or ____	... has a defined relationship that typically ends when the services are completed.

EMPLOYEE	CHECK ONE	INDEPENDENT CONTRACTOR
... 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 at least physically within the employer's direction and supervision. However, performance of work off-site does not, of itself, mean that no right to control exists.	____ or ____	... usually does work that can be completed on or off the employer's premises.
... often must perform services in a prescribed sequence, which shows a level of employer control. Here, too, the right to set the sequence, not the exercise of that right, is the key.	____ or ____	... normally is free to perform services in any manner that produces desired results.
... submits or provides regular written or oral reports that indicate employer control.	____ or ____	... submits reports as specified by the contract and may provide them in the broadest of terms and with less frequency than an employee would.
... is usually paid for work by the hour, week, or month. The guarantee of a minimum salary or the granting of a drawing account at stated intervals with no requirement for repayment of the excess over earnings tends to indicate the existence of an employer-employee relationship.	____ or ____	... is customarily paid by the job in a lump sum or on a commission basis.
... is reimbursed or paid by the employer for business and traveling expenses, a factor that indicates control over the worker.	____ or ____	... is paid on a job basis and normally has to assume all expenses except those specified by contract.
... is reimbursed or paid by the employer for business and traveling expenses, a factor that indicates control over the worker.	____ or ____	... is paid on a job basis and normally has to assume all expenses except those specified by contract.
... usually is furnished by the employer with any tools and materials needed, which is indicative of employer control over the worker. In some jobs, employees customarily use their own hand tools.	____ or ____	... supplies the tools and equipment needed to complete the job.
... 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.

EMPLOYEE	CHECK ONE	INDEPENDENT CONTRACTOR
... 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 from 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