



**SUPREME COURT OF MISSOURI**  
**OFFICE OF STATE COURTS ADMINISTRATOR**

2112 Industrial Drive  
P.O. Box 104480  
Jefferson City, Missouri  
65110

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DIRECTOR OF COURT  
PROGRAMS AND RESEARCH  
**WALT FISCHER**  
DIRECTOR OF  
ADMINISTRATION  
AND BUDGET

PHONE (573) 751-4377

March 26, 2009

Ms. Jenny Lorenz  
AOS Global Solutions, LLC  
100 West Nifong Blvd Bldg 4  
Columbia, MO 65201

Dear Ms. Lorenz,

The Office of State Courts Administrator is pleased to announce the award of a contract to AOS Global Solutions, LLC through the competitive bidding process for Information Technology Temporary Services. The specialized areas that are being awarded to AOS Global Solutions, LLC for this contract are:

2.5.14 – Cisco Technologies Tier 1                      2.5.15 – Cisco Technologies Tier 2  
2.5.18 – Advanced Network Troubleshooting

The award of this contract does not guarantee any usage of the contract. However, when a need has been determined by OSCA staff, an OSCA Temporary Services Request form will be sent to the awarded vendors. The form should identify the specific skills and levels of temporary services being requested from the above list.

Contract Number OSCA 09-009-01 has been assigned to AOS Global Solutions, LLC. Please refer to this contract number when corresponding with OSCA or other state agencies interested in using this contract under the cooperative procurement process. Thank you for your interest in working with OSCA in the future.

Sincerely,

  
Herb Corner  
Contracts Coordinator

OSCA 09-009  
 OSCA Information Technology Temporary Services



**OFFICE OF STATE COURTS ADMINISTRATOR  
 2112 INDUSTRIAL DRIVE  
 JEFFERSON CITY, MO 65109**

**REQUEST FOR PROPOSAL**

**AMENDMENT # 002  
 RFP NO. OSCA 09-009  
 TITLE: IT Temporary Services  
 ISSUE DATE: January 21, 2009**

**CONTACT: Herb Conner  
 PHONE NO.: (573) 522-2617  
 E-MAIL: herb.conner@courts.mo.gov**

**RETURN PROPOSAL NO LATER THAN: February 11, 2009 AT 2:00 PM, CST.** The use of a traceable shipping method is recommended. This will allow you to confirm the delivery of your proposal.

**RETURN PROPOSAL TO: OFFICE OF STATE COURTS ADMINISTRATOR  
 Attn: Contracts Unit  
 2112 INDUSTRIAL DRIVE  
 JEFFERSON CITY, MO 65109**

**CONTRACT PERIOD:** Date of Award through One year

**SIGNATURE REQUIRED**

AUTHORIZED SIGNATURE <i>Jenny Lorenz</i>		DATE 2-11-09
PRINTED NAME Jenny Lorenz		TITLE Account Manager
AGENCY NAME Alexander Open Systems		
MAILING ADDRESS 1000 W. Nifong, Building 4, Suite 201C		
CITY, STATE, ZIP Columbia, MO 65201		
CONTACT PERSON Jenny Lorenz		TITLE: Account Manager
PHONE NO. 573-441-5603	FAX NO. 573-441-5610	E-MAIL ADDRESS jlorenz@aos5.com

**NOTICE OF AWARD (OSCA USE ONLY)**

ACCEPTED BY OFFICE OF STATE COURTS ADMINISTRATOR AS FOLLOWS: AWARDED FOR AREAS: J.S. 14 ; 2.5.15 AND 2.5.18		
Contract Number: OSCA 09-009-01	Contract Period: MARCH 23, 2009 through March 22, 2010	
OSCA Contracts Coordinator <i>Herb Conner</i>	DATE 3/26/09	State Courts Administrator <i>Gregory A. Wilson</i>



## Alexander Open Systems

Response for

# State of Missouri Office of State Courts Administrator

Jefferson City, Missouri

**Request for Proposal  
For Information Technology Temporary Services**

**RFP # OSCA 09-009**

**February 11, 2009 @ 2:00pm**

*Expect The Best!*

OSCA 09-009  
OSCA Information Technology Temporary Services

**AMENDMENT #002 TO RFP OSCA 09-009**

**TITLE: IT TEMPORARY SERVICES**

Prospective bidders are hereby notified of the following changes:

- 1) Closing Date: **REVISED**  
As Stated: Return bid no later than: 01/30/09 at 2:00 p.m.  
Change To: Return bid no later than: **02/11/09 at 2:00 p.m.**



**OFFICE OF STATE COURTS ADMINISTRATOR  
 2112 INDUSTRIAL DRIVE  
 JEFFERSON CITY, MO 65109**

**REQUEST FOR PROPOSAL**

**AMENDMENT # 001  
 RFP NO. OSCA 09-009  
 TITLE: IT Temporary Services  
 ISSUE DATE: January 20, 2009**

**CONTACT: Herb Conner  
 PHONE NO.: (573) 522-2617  
 E-MAIL: herb.conner@courts.mo.gov**

**RETURN PROPOSAL NO LATER THAN: January 30, 2009 AT 2:00 PM, CST.** The use of a traceable shipping method is recommended. This will allow you to confirm the delivery of your proposal.

**RETURN PROPOSAL TO: OFFICE OF STATE COURTS ADMINISTRATOR  
 Attn: Contracts Unit  
 2112 INDUSTRIAL DRIVE  
 JEFFERSON CITY, MO 65109**

**CONTRACT PERIOD:** Date of Award through One year

**SIGNATURE REQUIRED**

AUTHORIZED SIGNATURE <i>Jenny Lorenz</i>		DATE 2-11-09
PRINTED NAME Jenny Lorenz		TITLE Account Manager
AGENCY NAME Alexander Open Systems		
MAILING ADDRESS 1000 West Nifong, Building 4, Suite 201C		
CITY, STATE, ZIP Columbia, MO 65201		
CONTACT PERSON Jenny Lorenz		TITLE: Account Manager
PHONE NO. 573-441-5603	FAX NO. 573-441-5610	E-MAIL ADDRESS jlorenz@aos5.com

**NOTICE OF AWARD (OSCA USE ONLY)**

ACCEPTED BY OFFICE OF STATE COURTS ADMINISTRATOR AS FOLLOWS:			
Contract Number:		Contract Period:	
OSCA Contracts Coordinator	DATE	State Courts Administrator	

**AMENDMENT #001 TO RFP OSCA 09-009**

**TITLE: IT TEMPORARY SERVICES**

**CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR**

Prospective offerors are hereby notified of the following changes and/or clarifications:

1. REVISED Paragraph 1.4.2a
2. REVISED Paragraph 1.5.2
3. REVISED Paragraph 1.5.3
4. REVISED Paragraph 1.5.5
5. REVISED Paragraph 1.5.6
6. REVISED Paragraph 1.5.7
7. REVISED Paragraph 1.5.7a
8. REVISED Paragraph 1.5.7b
9. REVISED Paragraph 1.5.7c
10. REVISED Paragraph 1.5.8
11. REVISED Paragraph 1.5.9
12. REVISED Paragraph 1.5.10
13. REVISED Paragraph 1.5.11
14. REVISED Paragraph 2.3.1
15. REVISED Paragraph 2.4
16. REVISED Paragraph 2.4.1
17. DELETED Paragraph 2.4.4
18. REVISED Paragraph 2.4.7
19. REVISED Paragraph 2.4.7a
20. REVISED Paragraph 2.4.12
21. REVISED Paragraph 2.4.13
22. ADDED Paragraph 2.4.13b
23. REVISED Paragraph 2.4.15
24. REVISED Paragraph 2.4.15a
25. REVISED Paragraph 2.4.15b
26. DELETED Paragraph 2.4.17
27. REVISED Paragraph 2.4.18
28. REVISED Paragraph 2.5.1
29. DELETED Paragraph 2.5.20
30. ADDED Paragraph 2.5.21
31. REVISED Paragraph 2.5.22
32. REVISED Paragraph 2.15.1
33. REVISED Paragraph 3.1.3
34. REVISED Paragraph 3.2.2
35. REVISED Paragraph 3.2.3a
36. REVISED Paragraph 3.2.12
37. REVISED Paragraph 3.3.1
38. REVISED Paragraph 4.1.1
39. REVISED Paragraph 4.1.2
40. DELETED Paragraph 4.1.8
41. REVISED Paragraph 4.3.3
42. REVISED Paragraph 4.3.7e
43. REVISED Paragraph 4.3.7f
44. DELETED Paragraph 4.3.8
45. REVISED Paragraph 5.1.1
46. REVISED Paragraph 5.1.2
47. REVISED EXHIBIT A
48. REVISED EXHIBIT B.4
49. REVISED EXHIBIT C



**OFFICE OF STATE COURTS ADMINISTRATOR  
 2112 INDUSTRIAL DRIVE  
 JEFFERSON CITY, MO 65109**

**REQUEST FOR PROPOSAL**

**RFP NO. OSCA 09-009  
 TITLE: IT Temporary Services  
 ISSUE DATE: December 1, 2008**

**CONTACT: Herb Conner  
 PHONE NO.: (573) 522-2617  
 E-MAIL: herb.conner@courts.mo.gov**

**RETURN PROPOSAL NO LATER THAN: January 16, 2009 AT 2:00 PM, CST.** The use of a traceable shipping method is recommended. This will allow you to confirm the delivery of your proposal.

**RETURN PROPOSAL TO: OFFICE OF STATE COURTS ADMINISTRATOR  
 Attn: Contracts Unit  
 2112 INDUSTRIAL DRIVE  
 JEFFERSON CITY, MO 65109**

**CONTRACT PERIOD:** Date of Award through One year

**SIGNATURE REQUIRED**

AUTHORIZED SIGNATURE <i>Jenny Lorenz</i>		DATE 2-11-09
PRINTED NAME Jenny Lorenz		TITLE Account Manager
AGENCY NAME Alexander Open Systems		
MAILING ADDRESS 1000 West Nifong, Building 4, Suite 201C		
CITY, STATE, ZIP Columbia, MO 65201		
CONTACT PERSON Jenny Lorenz		TITLE: Account Manager
PHONE NO. 573-441-5603	FAX NO. 573-441-5610	E-MAIL ADDRESS jlorenz@aos5.com

**NOTICE OF AWARD (OSCA USE ONLY)**

ACCEPTED BY OFFICE OF STATE COURTS ADMINISTRATOR AS FOLLOWS:	
Contract Number:	Contract Period:

OSCA 09-009

OSCA Information Technology Temporary Services

OSCA Contracts Coordinator	DATE	State Courts Administrator
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## 1. INTRODUCTION

### 1.1 Purpose:

1.1.1 This document constitutes a request for sealed proposals from prospective vendors to establish an Office of State Courts Administrator (OSCA) contract(s) for the provision of providing temporary skilled information technology temporary services, to include, but not be limited to development, configuration and training as specified herein for various judicial offices located throughout the state of Missouri on an as needed, if needed, basis in accordance with the requirements and provisions stated herein.

1.1.2 The resulting contract shall be construed as a preferred use contract, which means the Office of State Courts Administrator should use the contract for the services specified herein, if such services are needed. The Office of State Courts Administrator reserves the right to conduct separate procurement processes to establish a contract(s) for the same or similar services for any specific project and/or to continue to utilize valid existing temporary services contracts, if determined to be in OSCA's best interests.

1.1.3 The vendor shall provide the services on an as needed, if needed basis. The Office of State Courts Administrator does not guarantee any usage of the contract whatsoever.

### 1.2 Pre-Proposal Conference:

1.2.1 A pre-proposal conference regarding this Request for Proposal will be held on **Tuesday, December 16, 2008, at 9:00 a.m., in Conference Room B1 of the Alameda Building, 121 Alameda Street, Jefferson City, Missouri.** It is anticipated that the conference duration will be approximately three (3) hours. **Vendors may dial into the pre-proposal conference by using the toll free number 866-630-9345, or if in Jefferson City, please use the local number 526-5398. The line will be open beginning at 9:00 a.m.**

1.2.2 All potential vendors are encouraged to attend the pre-proposal conference in order to ask questions and provide comments on the RFP. Attendance is not required in order to submit a response; however, vendors are encouraged to attend since information relating to this RFP will be discussed in detail. Vendors should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.

1.2.3 Vendors are strongly encouraged to advise the Office of State Courts Administrator, Contracts Unit within five (5) working days prior to the scheduled pre-proposal conference of any special accommodations needed for persons with disabilities who will be attending the conference so that these accommodations can be made.

### 1.3 Vendor's Contacts:

1.3.1 Vendors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Vendors and their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements.

### 1.4 Background:

- 1.4.1 The Office of State Courts Administrator information technology environment is composed of a wide variety of hardware, operating systems, development tools and applications.
- 1.4.2 The Office of State Courts Administrator is continuing to develop a technical architecture that defines compliance and product components for judicial projects. As architectural components are developed and published, the vendor will be required to conduct assignments in such a manner as to be compliant with the architecture. The vendor will be discouraged from offering solutions that do not comply with the architecture standards.

**REVISED BY AMENDMENT #001**

- a. The Office of State Courts Administrator architecture information can be found at <http://www.courts.mo.gov/file/InfrastructureStandards%20November%202007.pdf>.

**1.5 Additional Information:**

- 1.5.1 The Office of State Courts Administrator operating systems currently are primarily Windows 2003 for servers and Windows XP/Windows 2000 for workstations. All services will be delivered in this environment unless otherwise modified by OSCA. It is expected that as the contract is extended each year, newer versions of some products may be utilized.

AOS understands and complies

**REVISED BY AMENDMENT #001**

- 1.5.2 Services will typically be provided on-site at OSCA's facility in Jefferson City, Missouri. Temporary IT Specialist(s) will receive work assignments from OSCA Information Technology staff.

AOS understands and complies

**REVISED BY AMENDMENT #001**

- 1.5.3 Due to the wide range of technologies, it is expected that the contract will be awarded to multiple vendors. OSCA expects to award up to three (3) contracts per technology/specialty area to the three lowest and best bidders as determined through the evaluation process.

AOS understands and complies

- 1.5.4 OSCA is an agency of the judicial branch of Missouri state government. OSCA has the option of purchasing services from the same contracts that exist with other state government entities such as the Executive branch. However, OSCA seeks to establish its own contract for temporary IT staffing services.

AOS understands and complies

**REVISED BY AMENDMENT #001**

1.5.5 Vendors may provide bids in one or more of the technology/specialty areas listed in paragraph 2.5. It is NOT required that a single vendor provide bids for all technologies listed. For each technology/specialty area being bid the vendor shall clearly state the specific technology/specialty area (as defined in 2.5), the skill level(s) of contracted staff (see 1.5.7), and the pricing sheet. Vendors must also state brief background and experience in delivering the specified technology services.

AOS understands and complies. Alexander Open Systems has provided pricing, skill level and experience for the technology/specialty areas outlined in:

2.5.13 – VMware Virtual Center

2.5.14 – Cisco Technology Tier 1 SME – Technology Services for Routing and Switching

2.5.15 – Cisco Technology Tier 2 SME – Advanced Technologies (AT) – Unified

Communications,

a-j Wireless, Security, Data Center, Application, SAN Operations and Emerging Technologies

(ET) – Telepresence

2.5.18 – Advanced Network Troubleshooting

a-g

2.5.19 – Data Center Design – Facility Cooling

REVISED BY AMENDMENT #001

1.5.6 Prices must be quoted as an hourly rate only. It is not required that a vendor have a single pricing structure across all technologies bid. For example, if a vendor wishes to bid on both technology/specialty areas X and Y, then X may have one pricing structure and Y may have another.

AOS understands and complies

REVISED BY AMENDMENT #001

1.5.7 Vendors must provide bids for skill levels pertaining to each technology/specialty area being bid. There will be three (3) pricing structures for each technology/specialty area to allow flexibility in pricing for different levels of experience. The three skill levels are defined as:

AOS understands and complies

REVISED BY AMENDMENT #001

a. Junior – less than two years relevant experience in the specified technology/specialty area  
REVISED BY AMENDMENT #001

b. Senior – two to four years relevant experience in the specified technology/specialty area  
REVISED BY AMENDMENT #001

c. Architect – four years or more relevant experience in the specified technology/specialty area

**REVISED BY AMENDMENT #001**

- 1.5.8 While OSCA anticipates that contracted staff will be working on-site at its Jefferson City facility most of the time, there may be instances where some of the work could be done off-site. Vendors are encouraged to complete the optional pricing sheet (Exhibit A.1) for off-site work. The pricing structure should clearly define the price difference, if any, between contracted staff working on site at OSCA's facility and working off site at a non OSCA location. However, only on-site pricing page will be used during the evaluation process.

AOS understands and complies

**REVISED BY AMENDMENT #001**

- 1.5.9 If temporary IT Specialist services are requested to be provided on-site at OSCA's facility (or other location designated by OSCA) the contractor shall be reimbursed in accordance with the Office of State Courts Administrator Travel Policy for Contractors to the extent the travel expenses were required by the contractor or by OSCA. The contractor shall submit legible receipts for lodging, airfare, mileage etc., to OSCA in order to be reimbursed for incurred expenses.

AOS understands and complies

- a. The contractor shall not be reimbursed for any expenses if the contractor's consultant(s) resides within a forty-five (45) mile radius of OSCA's location where services are being provided or if services are being provided off-site.

AOS understands and complies

- b. Travel reimbursement shall be limited to travel within the 48 Contiguous States of the United States of America and Canada.

AOS understands and complies

**REVISED BY AMENDMENT #001**

- 1.5.10 In accordance with all applicable laws, regulations, and procedures, the vendor and the vendor's employees or subcontractors shall maintain strict confidentiality of all information and records which the vendor or the vendor's employees or subcontractors may come in contact with or be privy to in the course of providing services. The vendor and the vendor's temporary personnel shall affirm, in writing, that confidential information shall not be disclosed either during or after the provisions of services for OSCA or following the termination of the employment or association with the vendor.

AOS understands and complies

**REVISED BY AMENDMENT #001**

- 1.5.11 The vendor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified herein.

AOS understands and complies

- a. The vendor shall make all such records, books, and other documents relevant to the contract available at all reasonable times and in a format acceptable to OSCA and/or its designees and/or the Missouri State Auditor during the term of the contract, and for five (5) years from the date of final payment on the contract or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit, or other actions involving the records has been started before the expiration of the retention period, the vendor shall retain such records until completion of the action and resolution of all issues which arise from it.

AOS understands and complies

- b. The vendor shall permit governmental auditors and/or authorized representatives of the State of Missouri to have access, for the purpose of audit or examination, to any of the vendor's books, documents, papers, and records recording receipts and disbursements of any of the funds paid to the vendor. The vendor further agrees that any audit exception noted by governmental auditors shall not be paid by OSCA and shall be the sole responsibility of the vendor, provided that the vendor may contest any such exception by any legal procedure it deems appropriate and that OSCA will pay the vendor all amounts which may ultimately be held entitled to receive as a result of any such legal action.

AOS understands and complies

## **2. CONTRACTUAL REQUIREMENTS**

### **2.1 Contract Period:**

- 2.1.1 The original contract period shall be Date of Award through one year. The contract shall not bind, nor purport to bind, the Office of State Courts Administrator for any contractual commitment in excess of the original contract period.

AOS understands and complies

### **2.2 Renewal Options:**

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

AOS understands and complies

2.2.2 If the option for renewal is exercised by the Office of State Courts Administrator, the vendor shall agree that the prices for the renewal period shall not exceed the maximum price and/or percent of increase for the applicable renewal period stated on the Pricing Page of the contract.  
AOS understands and complies

2.2.3 If renewal prices and/or percentages are not provided, then prices during renewal periods shall be the same as during the original contract period.

AOS understands and complies

2.2.4 The Office of State Courts Administrator does not automatically exercise its option for renewal based upon the maximum price increase and reserves the right to offer or to request renewal of the contract at a price less than the maximum percent of increase stated.

AOS understands and complies

**2.3 Price:**

REVISED BY AMENDMENT #001

2.3.1 All prices shall be as indicated on Exhibit A, on-site Pricing Page and Exhibit A.1, off-site Pricing Page submitted by the vendor. Pricing for off-site work shall not be used during the evaluation criteria. The Office of State Courts Administrator 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.

AOS understands and complies

REVISED BY AMENDMENT #001

**2.4 Post Award Process:**

REVISED BY AMENDMENT #001

2.4.1 When temporary IT Specialist services are requested, OSCA shall utilize the OSCA Temporary Services Request Form, to specify in writing the requirements for the services needed, including but not limited to: (1) the personnel classification required, (2) an explanation of the duties, responsibilities, and qualifications required, (3) the location where the services are required, (4) the workdays and work hours anticipated, (5) anticipated duration of the services, and (6) the number of specialized skills staff required. (See Exhibit E)

AOS understands and complies

- a. In the event the vendor disputes the specialized area and skill level requested by the Office of State Courts Administrator based on the vendor's understanding of the duties, responsibilities, and qualifications required of the temporary IT Specialist, the vendor shall notify OSCA of such, explain the vendor's reasoning, and recommend the appropriate specialized area and skill level. However, after providing such explanation, in the event of

a continued dispute, the vendor shall agree and understand that the OSCA's determination of the appropriate specialized area and skill level shall be final and without recourse.

- b. In the event the vendor does not have a temporary IT Specialist available for the particular specialized area and skill level specified by OSCA, the vendor may provide a temporary IT Specialist that is higher qualified for the position. However, the OSCA shall pay the vendor for the specialized area and skill level requested even if it is lower than the level of skill provided.

2.4.2 Each vendor must complete the vendor section of the Request for Temporary Services form and return to the OSCA Contracts Unit for review along with copies of current resumes of appropriate temporary IT Specialists that are available for work in the specified application.  
AOS understands and complies

2.4.3 OSCA will specify a date that the Request for Temporary Services Form and resumes should be returned to the OSCA Contracts Unit. Resumes will be provided to the appropriate OSCA staff for review and interviews, if needed with the potential temporary IT Specialist.

AOS understands and complies

DELETED BY AMENDMENT #001

2.4.4

2.4.5 The vendor must provide temporary IT Specialist services for any of the specialized skills listed in paragraph 2.5, as requested by OSCA. The individual must possess the abilities and minimum experience and education qualifications shown in paragraph 2.5 and must be able to perform any or all of the duties specified in paragraph 2.5, as requested by OSCA.

AOS understands and complies

2.4.6 When OSCA has a requirement for temporary IT services, a request for resumes of individuals meeting the criteria required, will be submitted to each contract vendor. The contract vendor(s) shall submit current resumes of individuals qualified in the particular application for OSCA review and selection. OSCA staff will review all resumes and through the review process select a temporary IT Specialist. All vendors who have submitted resumes will be notified about OSCA's selection. If necessary, interviews may be requested.

AOS understands and complies

REVISED BY AMENDMENT #001

2.4.7 Prior to the placement of a temporary IT Specialist with OSCA, the vendor shall conduct a criminal history record and fingerprint-based criminal history search of the temporary IT Specialist. The vendor must conduct such criminal history record search(es) with the Missouri State Highway Patrol. The vendor shall be responsible for the costs associated with conducting the criminal history record search. Criminal history checks must be no more than one year old and must be made available to OSCA prior to the start date of the temporary IT Specialist. Any individual convicted of a felony shall not be considered.

**AOS understands and complies**

**REVISED BY AMENDMENT #001**

- a. The vendor shall submit a copy of the criminal history record to OSCA after the person has been selected to provide temporary services.

**AOS understands and complies**

- b. OSCA shall have the right to refuse a temporary IT Specialist based on the results of the criminal history record search.

**AOS understands and complies**

2.4.8 The vendor shall provide a temporary IT Specialist at the place and time designated by OSCA. Unless specified otherwise, the temporary IT Specialist shall provide services at OSCA's office location.

**AOS understands and complies**

- a. OSCA anticipates that the majority of services shall be required between the hours of 7:00 a.m. and 5:00 p.m., Mondays through Fridays.

**AOS understands and complies**

- b. The vendor shall not provide temporary assignments to provide services in excess of forty (40) hours per week for OSCA, unless requested and approved by the State Courts Administrator and agreeable to the vendor. For purposes of this contract, a week shall begin on a Sunday and end on the following Saturday.

**AOS understands and complies**

- c. The vendor shall not provide a temporary IT Specialist on New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, or Christmas, and any other holiday that OSCA observes unless requested and approved by the State Courts Administrator.

**AOS understands and complies**

2.4.9 Each time the vendor's services are required, OSCA shall attempt to utilize the temporary IT Specialist for a minimum of two (2) continuous hours.

**AOS understands and complies**

2.4.10 If requested by OSCA, the vendor shall provide more than one temporary IT Specialist at a time.

**AOS understands and complies**

2.4.11 The vendor's temporary IT Specialist shall be subject to the rules, regulations, and policies of OSCA.

**AOS understands and complies**

REVISED BY AMENDMENT #001

2.4.12 OSCA shall provide all necessary office supplies, equipment, and work area for the temporary IT Specialist performing services on-site.

AOS understands and complies

REVISED BY AMENDMENT #001

2.4.13 If requested by OSCA and mutually agreeable to the vendor, the vendor shall provide a temporary IT Specialist to travel in order to complete or continue providing services already started by the individual.

AOS understands and complies

- a. The Office of State Courts Administrator shall not provide state owned, leased, or rented vehicles, or other means of transportation for the temporary IT Specialist.

AOS understands and complies

ADDED BY AMENDMENT #001

- b. All travel by contractors/subcontractors is governed by the OSCA Contractor Travel Policy which is located on the Missouri Judicial Website. Link to the site is:  
<http://www.courts.mo.gov/page.asp?id=3714>

AOS understands and complies

2.4.14 OSCA shall attempt to provide at least one (1) working day notice to the vendor if cancellation of services previously requested is necessary.

AOS understands and complies

REVISED BY AMENDMENT #001

2.4.15 The vendor shall provide IT Specialist on a temporary basis only as described below. In order to ensure compliance with the following requirements, prior to providing a temporary IT Specialist for OSCA, the vendor must identify the work history for each temporary IT Specialist being provided and shall include confirmation that such individual has not provided services for the State of Missouri as a temporary IT Specialist within the previous three (3) months. The contractor shall be responsible for the time an individual has worked as a subcontractor for the State of Missouri and OSCA shall be held harmless if the information is incorrect.

AOS understands and complies

REVISED BY AMENDMENT #001

- a. If OSCA is using a temporary IT Specialist on an hourly or intermittent basis rather than on a 40 hour per week basis, the contractor shall not provide OSCA with the same temporary IT Specialist for more than 1,040 hours in any consecutive twelve (12) month period of time.

AOS understands and complies

REVISED BY AMENDMENT #001

- b. If OSCA is using a temporary IT Specialist on a 40 hours per week basis (i.e. fulltime), the vendor shall not provide the OSCA with the same temporary IT Specialist for more than six (6) months.

- 1) After providing services as stated above on a 40 hour per week basis, any temporary IT Specialist assigned to perform services pursuant to the vendor must have at least a minimum of a three (3) entire consecutive calendar month break from performing services for the state agency pursuant to the contract whether with the vendor or another vendor providing the same services to the same state agency. After a three (3) consecutive calendar month break from providing services, any such temporary IT Specialist shall be eligible to provide services for no more than six (6) months before another minimum of three (3) consecutive calendar month break is required.

AOS understands and complies

- 2.4.16 The contract shall not prohibit, restrict, or further limit OSCA from employing any temporary IT Specialist furnished by the vendor. In the event OSCA employs such temporary IT Specialist after 90 calendar days of assignment, OSCA shall not pay any fees, penalties, liquidated damages, etc., to the vendor.

AOS would request a minimum of 90 days' notice and our standard placement fee.

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2.4.17

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- 2.4.18 The services provided by the temporary IT Specialist must meet the approval of OSCA. At any point during the term of a temporary assignment, if services become unacceptable, the vendor shall replace the individual upon notification by OSCA. OSCA shall provide the vendor with a written explanation of the unacceptable services provided.

AOS understands and complies

## 2.5 Technology Areas/Skill Sets

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- 2.5.1 The vendor shall provide qualified temporary IT Specialists on an as-needed basis with the necessary skills in one or more of the following technology/specialty areas. Versions listed are

those currently in use at OSCA at the time of RFP preparation. It is expected that as the contract is extended each year that newer versions of some products may be utilized.

- 2.5.2 **Advantage:Gen Development.** The developer must be experienced in developing reports using both Advantage:Gen and Report Composer, in conjunction with Crystal Reports (see 2.5.3). Together, these products are used to produce an application called ‘OSCA Reports’ for the creation of custom, in-house reports.
- a. **Advantage:Gen (v6.5)** The developer must be experienced in developing GUI reporting solutions using Advantage:Gen with Report Composer.
  - b. **Report Composer (v6.0)** The developer will use this product in conjunction with Advantage:Gen and Crystal Reports (see 2.5.3).
- 2.5.3 **Crystal Reports (v5 through XI).**
- 2.5.4 **Oracle Database Administration & Application Development**
- a. **Oracle Database Administration (9i /10g /11g)** Oracle database administrators should be experienced with managing multiple databases concurrently in an enterprise utilizing management software such as Oracle’s Enterprise Manager and/or GRID.
  - b. **Oracle Developer 2000 / Oracle Forms (6i)** The developer must be experienced with developing Oracle Forms that interact with Oracle 9i databases. Expertise required using PL/SQL.
  - c. **Oracle PL/SQL (9i /10g/11g)** The developer must be proficient in writing functions, procedures, and packages targeting Oracle databases.
- 2.5.5 **IBM Websphere Application Server (WAS) Administration (v6.1)** WAS administrators must be experienced with scaled architectures (both horizontal and vertical scaling), WAS Network Deployment (ND), administration using both the GUI and command-line interfaces, and automating administration tasks using Jython and the Application Server Toolkit.
- 2.5.6 **COGNOS / ReportNet (v1.1 MR3)**
- a. Server Administration
  - b. Framework Administration
  - c. Powerplay / Cube Development
  - d. Report Development
- 2.5.7 **IBM Lotus Notes**
- a. **Lotus Domino Administration (R7)** Domino administrators must be experienced with managing multiple servers, multiple domains, SMTP, and Sametime. Domino administrators must also be experienced with using enterprise management tools such as Domino Administrator.
  - b. **Lotus Notes Application Development (R7)** Notes application developers must be experienced in formula language, LotusScript, and JavaScript and development in both the Notes client and Web client.
- 2.5.8 **XML Schema** Vendor staff must have the ability to create/read an XML schema and XSLT. Familiarity with GJXDM (Global Justice XML Data Model) and/or NIEM (National Information Exchange Model) is desirable.

- 2.5.9 **JAVA Application Development** Vendor staff must have experience with Java development using IBM Rational Software Architect (RSA) (v7.0.0.3). Experience with, but not limited to, Spring, EJB3 and RCP is desirable. Vendor staff may be required to design and implement solutions using emerging technologies such as, but not limited to, the following:
- a. Eclipse
  - b. BIRT
  - c. Jasper
  - d. Rules Engines
  - e. JSON (Javascript Object Notation)
  - f. Struts 1.3.8 framework
  - g. Spring 2.0.6 framework (used as a true framework, not just a component)
  - h. Display tags
  - i. iBatis
  - j. Spring JNDITemplate
  - k. Spring JDBCTemplate
  - l. Threading (application deployed in a clustered environment)
  - m. Use DAO pattern
  - n. CVS for version control
  - o. AJAX (Javascript library – prototype 1.5.11)
  - p. Web Services
  - q. XML
  - r. UML
- 2.5.10 **ILog/JRules (v6.6.2)** development using RSA interface (see 2.5.9). Administration (rule execution server, rule team server), training (rule development / administration). It is highly desirable that vendor staff have experience in implementing solutions following the design patterns put forth by the "Gang of Four".
- 2.5.11 **Web Services** – Vendor staff must have experience building Web services to receive documents, parse the contained XML, and persist the data into Oracle databases. Web services must have been built based on open industry standards (e.g. Axis2, SOAP, WSDL) and have incorporated some type of return message upon receipt of a valid submission. Vendor staff must have knowledge with WS-Security, WS-Addressing, WS-Policy and SAAJ. Familiarity with GJXDM (Global Justice XML Data Model) and/or NIEM (National Information Exchange Model) is desirable.
- 2.5.12 **Citrix Presentation Server (v4.5)** – Vendor staff should have the expertise to design, implement and support Citrix Presentation Server including Citrix Access Gateways.
- 2.5.13 **VMware Virtual Center (v2.5)** – Vendor staff should have the expertise to design, implement and support VMare Virtual Center including all infrastructure-related technologies.
- 2.5.14 **CISCO Technology Tier 1 SME (core): Technical Services for Routing and Switching** General technical assistance to aid with Cisco's Routing and Switching products and technology. The typical skill set or capabilities of the Cisco personnel providing assistance to OSCA under this service is as follows:
- a. Cisco Certified Internet Expert (CCIE) ® or equivalent skills
  - b. Ability to analyze core routing and switching networking services requirements
  - c. In-depth knowledge of designing complex routing and switching networks
  - d. Expertise with Cisco software features and functionality
  - e. Experienced with configuring routing and switching devices

- f. Comprehensive understanding of all IP protocols
  - g. Ability to conduct training and one-to-one mentoring concerning routing and switching technology
- 2.5.15 **CISCO Technology Tier 2 SME Advanced Technologies (AT)-Unified Communications, Wireless, Security, Data Center, Application, SAN, Operations and Emerging Technologies (ET)-Telepresence** General technical assistance to aid with Cisco's Advanced Technologies (AT) or Emerging Technologies (ET) products and technology. The typical skill set or capabilities of the Cisco personnel providing assistance to OSCA under this service is as follows:
- a. Cisco Certified Internet Expert (CCIE) ® or equivalent skills associated with the designated AT or ET
  - b. In-depth knowledge concerning the designated AT or ET
  - c. Expert-level Internet working experience with troubleshooting in a large-scale network environment
  - d. Large-scale network design experience
  - e. Basic understanding of designated AT or ET planning and design protocols
  - f. Ability to plan, implement, and troubleshoot AT or ET
  - g. Ability to define and/or analyze networking services requirements
  - h. In-depth knowledge of network management, network availability, and capacity planning
  - i. Strong understanding of all current pervasive technologies and good understanding of advanced technologies
  - j. Expertise with Cisco software features and functionality associated with the AT or ET
- 2.5.16 **SAS (v9.1.3) Vendor staff experience should include using SAS to access data in Oracle databases. OSCA currently owns licenses for the following SAS software:**
- a. Base SAS Software
  - b. SAS/ACCESS Interface to ODBC / PC Files
  - c. SAS/ASSIST
  - d. SAS/FSP
  - e. SAS/GRAPH
  - f. SAS/STAT
- 2.5.17 **ArcGIS – Staff should have experience with the following modules:**
- a. ArcGIS Desktop
  - b. ArcGIS Explorer
  - c. ArcGIS Server
  - d. ArcGIS Online
  - e. Mobile GIS
- 2.5.18 **Advanced Network Troubleshooting**  
An individual with CNX, GEDI ,and/or SCP certification who is proficient in using a network analyzer to troubleshoot networks in switched, Fast Ethernet, Wireless, Gigabit Ethernet and TCP/IP environments.  
Individual will:
- a. Capture & Analyze Network Traffic
  - b. Baseline Network
  - c. Create Display & Capture Filters, Offset Filters, Frame Slicing
  - d. Delve into Configuration of Bridges, Routers, Switches

- e. Set Triggers
- f. Instruct IT Personnel While Troubleshooting
- g. Submit Report of Findings

**2.5.19 Data Center Design and Facility Cooling**

Evaluate the design and cooling requirements of the data center and surrounding facilities, estimate the cost to make modifications, perform the modifications required. Perform routine maintenance on data processing cooling systems to include parts and labor for repairs.

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2.5.20

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- 2.5.21 **IBM Content Manager (v8.3)** Vendor staff experience should include installing, configuring and upgrading IBM's Content Manager. It is additionally desirable that vendor staff have experience integrating scanning software such as Kofax, and experience interfacing the product with Oracle databases.

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- 2.5.22 Each resource must be skilled with the Windows operating system and be able to locate and utilize resources in a networked environment.

**2.6 Payments:**

- 2.6.1 The vendor shall understand and agree the Office of State Courts Administrator reserves the right to make contract payments to the vendor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the vendor must return a completed state vendor ACH/EFT Application that is downloadable from the following website: <http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>. Each vendor invoice must contain a unique invoice number. The vendor must comply with all other invoicing requirements stated in the RFP.

AOS understands and complies

**2.7 Vendor Liability:**

- 2.7.1 The vendor shall be responsible for all personal injury (including death) or property damage because of the vendor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the vendor assumes the obligation to save the Office of State Courts Administrator, and its employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The vendor also agrees to hold the Office of State Courts Administrator, including its employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the vendor under the terms of the contract.

AOS understands and complies

- 2.7.2 The vendor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Office of State Courts Administrator, including its employees, and assignees.

AOS understands and complies

- 2.7.3 Under no circumstances shall the vendor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the judiciary's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the vendor is informed of their possibility.

AOS understands and complies

**2.8 No Actions, Suits, or Proceedings:**

- 2.8.1 The vendor must warrant that there are no actions, suits, or proceedings, pending or threatened, that will have a material adverse effect on the vendor's ability to fulfill its obligations under the contract. The vendor must further warrant that it will notify the Office of State Courts Administrator immediately if the vendor becomes aware of any action, suit, or proceeding, pending or threatened that will have material adverse effect on vendor's ability to fulfill the obligations under the contract.

AOS understands and complies

**2.9 Warranty of Vendor Capability:**

- 2.9.1 The vendor must warrant that it is financially capable of fulfilling all requirements of the contract, and that the vendor is a validly organized entity that has the authority to enter into the contract. The vendor must warrant it is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into the contract.

AOS understands and complies

**2.10 Insurance:**

- 2.10.1 The vendor shall understand and agree that the OSCA cannot save and hold harmless and/or indemnify the vendor or its employees against any liability incurred or arising because of any activity of the vendor or any activity of the vendor's employees related to the vendor's performance under the contract.

AOS understands and complies

- 2.10.2 Therefore, the vendor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the Office of State Courts Administrator, its employees, its clients, and the public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance coverage shall include general liability and appropriate professional liability. The vendor shall provide written evidence of the insurance to

the Office of State Courts Administrator Office of Administration upon written request. The evidence of insurance shall include, but shall not necessarily be limited to: effective dates of coverage, limits of liability, insurer's name, policy number, endorsement by representatives of the insurance company, etc. Evidence of self-insurance coverage or of another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable. The evidence of insurance coverage must be submitted within five (5) business days upon receipt of written request for such by the Office of State Courts Administrator. The contract number must be identified on the evidence of insurance coverage. In the event the insurance coverage is canceled, the Office of Administration must be notified immediately.

AOS understands and complies

**2.11 Vendor Status:**

- 2.11.1 The vendor represents himself or herself to be an independent vendor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the Office of State Courts Administrator. Therefore, the vendor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the Office of State Courts Administrator, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

AOS understands and complies

**2.12 Subcontractors:**

- 2.12.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the vendor and the Office of State Courts Administrator and to ensure that the Office of State Courts Administrator is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the Office of State Courts Administrator and the vendor. The vendor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The vendor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the vendor of the responsibility for providing the products/services as described and set forth herein. The vendor must obtain the approval of the Office of State Courts Administrator prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

AOS understands and complies

- 2.12.2 The use of subcontractors shall be limited to circumstances in which the vendor determines a subcontractor's services are needed to fulfill the requirements of the contract, including the requirements of any specific agency project.

AOS understands and complies

**2.13 Termination:**

- 2.13.1 The Office of State Courts Administrator reserves the right to terminate the contract at any time, for the convenience of the Missouri Judiciary, without penalty or recourse, by giving written notice to the vendor at least thirty (30) calendar days prior to the effective date of such termination. The vendor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the Office of State Courts Administrator pursuant to the contract prior to the effective date of termination.

AOS understands and complies

**2.14 Assignment:**

- 2.14.1 The vendor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Office of State Courts Administrator.

AOS understands and complies

- 2.14.2 Consent to Assignment shall only be granted when the assignee agrees to be bound by all of the terms and conditions of the contract agreement. Any assignment of moneys shall be void and ineffective to the extent that such assignment attempts to impose upon the Office of State Courts Administrator obligations to additional payment of such moneys, or to preclude the Office of State Courts Administrator from dealing in all matters pertaining to the contract agreement including, but not limited to, the negotiation of amendments or the settlement of charges due.

AOS understands and complies

**2.15 Cooperative Procurement:**

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- 2.15.1 If the vendor has indicated agreement in Exhibit C with participation in the Cooperative Procurement Program, the vendor shall provide Temporary IT Specialist(s) as described herein under the terms and conditions, requirements and specifications of the contract, including prices. The vendor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and Office of State Courts Administrator. The Office of State Courts Administrator bears no financial responsibility for any payments due the vendor by such governmental entities. The contract will not be posted on the Office of Administration, Division of Purchasing and Materials Management contract website but will be placed on the Missouri Judiciary website.

AOS understands and complies

**2.16 Coordination:**

- 2.16.1 The vendor shall fully coordinate all contract activities with the assigned OSCA IT staff. As the work of the vendor progresses, advice and information on matters covered by the contract shall be made available by the vendor to the OSCA staff throughout the effective period of the contract.

**AOS understands and complies**

**2.17 Property of State/Confidentiality:**

- 2.17.1 All reports, documentation, and material developed or acquired by the vendor as a direct requirement specified in the contract shall become the property of the Office of State Courts Administrator. The vendor shall agree and understand that all discussions with the vendor and all information gained by the vendor as a result of the vendor'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 Office of State Courts Administrator. Upon expiration, termination, or cancellation of the contract, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the vendor pursuant to the terms of the contract shall become the property of the Office of State Courts Administrator.

**AOS understands and complies**

- 2.17.2 For software development, at the request of the Office of State Courts Administrator, that is developed in its entirety to fulfill requirements of support services to be provided pursuant to the contract, the developed software program, component, or module shall become the property of OSCA. The vendor shall provide source code directly to the Office of State Courts Administrator as well as documentation, and training to enable the Office of State Courts Administrator to assume operation and maintenance of the developed software.

**AOS understands and complies**

**2.18 Substitution of Personnel:**

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

**AOS understands and complies**

**2.19 Prohibitive Hiring:**

- 2.19.1 The vendor and the vendor's subcontractor(s) shall not hire any current employee of the Office of State Courts Administrator for work identified in this RFP for a period of not less than six (6) months prior to their date of employment with the vendor or vendor's subcontractor(s) (unless the individual has retired in accordance with the State of Missouri's retirement program, or otherwise dismissed) without the prior written approval of the State Courts Administrator. It

is agreed between the parties that the vendor shall obtain the required approval before contacting any described employee for the purposes of possible employment.

**AOS understands and complies**

**2.20 Transition:**

2.20.1 Upon award of the contract, the vendor shall work with the Office of State Courts Administrator and any other judicial organizations designated by the Office of State Courts Administrator to insure an orderly transition of services and responsibilities under the contract and to insure the continuity of those services required by the Office of State Courts Administrator.

**AOS understands and complies**

2.20.2 Upon expiration, termination, or cancellation of the contract, the vendor shall assist the Office of State Courts Administrator to insure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the Office of State Courts Administrator, if requested in writing.

**AOS understands and complies**

2.20.3 The vendor shall deliver, Free On Board (FOB) destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the Office of State Courts Administrator and/or to the Office of State Courts Administrator's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the Office of State Courts Administrator.

**AOS understands and complies**

2.20.4 The vendor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed one hundred twenty (120) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.

**AOS understands and complies**

**2.21 Contract Extension:**

2.21.1 In the event of an extended re-procurement effort and the contract's available renewal options have been exhausted, the Office of State Courts Administrator reserves the right to extend the contract. If exercised, the extension shall be for a reasonable period as mutually agreed to by the state and the vendor at the same terms, conditions, provisions, and pricing in order to complete the procurement process and to transition to the new contract.

**AOS understands and complies**

**2.22 Entire Agreement:**

2.22.1 A binding contract shall consist of: (1) the RFP, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the vendor's proposal including the

vendor's BAFO, (3) clarifications of the proposal, if any; and (4) Office of State Courts Administrator (OSCA)'s acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

**AOS understands and complies**

- 2.22.2 The Office of State Courts Administrator 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.

**AOS understands and complies**

- 2.22.3 A notice of award does not constitute an authorization or a directive to proceed with services. Before providing services, the vendor must receive a properly authorized purchase order.

**AOS understands and complies**

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

**AOS understands and complies**

- 2.22.5 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 vendor and the Office of State Courts Administrator or by a modified purchase order prior to the effective date of such modification. The vendor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the Office of State Courts Administrator, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

**AOS understands and complies**

**3. Bid Submission Information**

**3.1 Submission of Bids**

- 3.1.1 Vendor should submit completed exhibits, forms, and other information concerning the bid (including completed Pricing Page, for renewal period pricing) as an attachment.

**AOS understands and complies**

- 3.1.2 The bid should be printed on recycled paper and double sided. The vendor should minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding.

**AOS understands and complies**

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- 3.1.3 The vendor should include a completed copy of Exhibits A, B, C and D and any other requested or required information with the mailed response. In addition, the bid should be page numbered.

AOS understands and complies

3.2 Evaluation Process

- 3.2.1 Evaluation Process – Bids will be reviewed by an OSCA evaluation team to determine if the bid complies with the mandatory requirements and to determine the lowest responsible and reliable bidders.

AOS understands and complies

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- 3.2.2 Separate evaluations shall be conducted for each technology/specialty area. It is anticipated that no more than three (3) contracts will be awarded for each technology/specialty area.

AOS understands and complies

- 3.2.3 **After confirming that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposals in accordance with the evaluation criteria stated below and further described herein. The evaluation shall be completed for each of the categories of Information Technology temporary services specified in the RFP.**

AOS understands and complies

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- |   |           |
|---|-----------|
| a. Cost (Hourly Rates) for each technology/specialty area | 45 points |
| b. Experience and Expertise of the organization           | 30 points |
| c. Reliability of the organization                        | 25 points |

AOS understands and complies

- 3.2.4 Cost Evaluation: The evaluation of cost shall cover the original contract period plus the renewal option periods. Cost points shall be calculated separately for each category of services.

AOS understands and complies

- 3.2.5 The total prices for each of the three skill levels will be added together to determine the TOTAL FIRM, FIXED PRICE for that given category. In addition, the renewal cost will be added to this total for all the renewal periods. Therefore, the total Architect Level Price + Total Senior Level Price + Total Junior Level Price + Renewal Pricing = TOTAL FIRM, FIXED

PRICE for that given category. The total firm, fixed price for each category shall serve as the basis for the assignment of cost points for each category.

**AOS understands and complies**

- 3.2.6 Subjective Evaluation: The evaluation of the vendor's experience and reliability of the organization shall be subjective. Information provided by the vendor in response to the exhibits of this RFP, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation.

**AOS understands and complies**

- 3.2.7 Competitive Negotiation of Proposals: The vendor is advised that under the provisions of this Request for Proposal, the Office of State Courts Administrator reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

**AOS understands and complies**

- a. Negotiations may be conducted in person, in writing, or by telephone.
  - b. Negotiations will only be conducted with potentially acceptable proposals. The Office of State Courts Administrator reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All vendors involved in the negotiation process will be invited to submit a best and final offer.
  - c. Terms, conditions, prices, methodology, or other features of the vendor's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the vendor may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
  - d. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Office of State Courts Administrator determines that a change in such requirements is in the best interest of OSCA.
- 3.2.8 Question/Answer Conference: After an initial screening process, a question and answer conference may be conducted with the vendor, if deemed necessary. In addition, the vendor may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the vendor's own expense. All arrangements and scheduling shall be coordinated by the Office of State Courts Administrator.

**AOS understands and complies**

- 3.2.9 Low Bid Determination. The objective evaluation of cost shall be conducted as follows:

**AOS understands and complies**

- a. The cost evaluation shall be based on a total cost determined using the firm, fixed prices stated on the Pricing Page.
- b. The evaluation of cost will include the original and any potential renewal periods.

- c. Utilizing the total cost determined from above, cost points shall be determined using a scale of 45 possible points and the following formula:

$$\frac{\text{Lowest Responsive Vendor's Price}}{\text{Compared Vendor's Price}} \times 45 = \text{Cost evaluation points}$$

- 3.2.10 **Responsibility and Reliability Determination:** The vendor should submit any of, but not limited to, the information requested herein in order to demonstrate the responsibility and reliability of the vendor. Failure of the vendor to submit sufficient information to document that the vendor is responsive and responsible may cause an adverse impact on the evaluation of the bid.

**AOS understands and complies**

- 3.2.11 **Responsibility and Reliability in Experiences:** The vendor should provide the information listed below related to previous and current services/contracts performed by the vendor's organization and any proposed subcontractors which are similar to the requirements of this document. If the contact person is not available or is otherwise unable to be reached during the evaluation, the listed experience may not be considered.

**AOS understands and complies**

- a. Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
- b. Dates of the service/contract; and
- c. A brief, written description of the specific prior services performed and requirements thereof.

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- 3.2.12 References for current and/or previous contracts shall be identified on Exhibit B.1.

**AOS understands and complies**

- 3.2.13. **Business Compliance -** The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any amendment signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance upon request by the Office of State Courts Administrator. The compliance to conduct business in the state shall include but not necessarily be limited to:

- a. Registration of business name (if applicable)
- b. Certificate of authority to transact business/certificate of good standing (if applicable)
- c. Taxes (e.g., city/county/state/federal)
- d. State and local certifications (e.g., professions/occupations/activities)
- e. Licenses and permits (e.g., city/county license, sales permits)
- f. Insurance (e.g., worker's compensation/unemployment compensation)

**AOS understands and complies**

- 3.2.14 Debarment Certification – The vendor certifies by signing the signature page of this original document and any amendment signature page(s) that the vendor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The vendor should complete and return the attached certification regarding debarment, etc., Exhibit C with the proposal. This document must be satisfactorily completed prior to award of the contract.

**AOS understands and complies**

- 3.2.15 Final Determination - Any bid which does not comply with the mandatory requirements of the RFP will not be considered for an award. In addition, OSCA reserves the right to reject any bid for reasons which may include but not necessarily be limited to: (1) receipt of any information, from any source, regarding unsatisfactory performance of similar services by the vendor within the past three years, and/or (2) inability of the vendor to document responsible and reliable past performances similar to the services required, and/or (3) failure of the vendor to provide a reference(s).

**AOS understands and complies**

**3.3 Contract Award**

REVISED BY AMENDMENT #001

- 3.3.1 Contract Award: The Office of State Courts Administrator reserves the right to award up to a maximum of three awards for each technology/specialty area listed in this RFP. Such awards shall be made to up to the three vendors who have been documented as being the lowest bidders, as well as responsive and reliable during the evaluation process, as specified herein.

**AOS understands and complies**

**4 PERFORMANCE REQUIREMENTS**

**4.1 General Requirements:**

REVISED BY AMENDMENT #001

- 4.1.1 All of the vendor's consultants providing services to OSCA through this contract must be authorized to work in the United States in accordance with applicable federal and state laws and regulations. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A. If the contractor fails to comply, OSCA shall declare a breach of contract resulting in an immediate cancellation of the contract with no penalty.

**AOS understands and complies**

REVISED BY AMENDMENT #001

- 4.1.2 The resulting contract(s) are for the provisions of temporary services only. No hardware and/or software products shall be acquired under the contract. No wiring/cabling services shall be provided. If such items are needed they shall be obtained through other state contracts or procurement efforts.

**AOS understands and complies**

- 4.1.3 OSCA shall not guarantee any minimum or maximum amount of the vendor's services that may be required under the contract.

**AOS understands and complies**

- 4.1.4 Upon initiation of engagement, the vendor should review the OSCA's policies pertaining to acceptable use (Internet and email), facility and data security, press releases, and public relations with the Office of State Courts Administrator's IT Director or their designee.

**AOS understands and complies**

- 4.1.5 It is highly desirable the vendor ensure all consultants provided under this contract receive ongoing training in the applicable disciplines and areas of expertise. The vendor must not rely upon or expect the Office of State Courts Administrator to provide such for the vendor's consultants.

**AOS understands and complies**

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

**AOS understands and complies**

- 4.1.7 In accordance with this RFP, the vendor must represent himself or herself to be an independent vendor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the Office of State Courts Administrator. Consequently, the vendor shall understand and agree the individual consultants provided by the vendor 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 vendors.

**AOS understands and complies**

DELETED BY AMENDMENT #001

- 4.1.8

- 4.1.9 The vendor shall understand and agree the individual temporary IT Specialists provided by the vendor shall only be utilized for specific task assignments. Vendors are in no way to be considered as OSCA staff and as such, cannot serve in similar or comparable capacities.

**AOS understands and complies**

**4.2 Other Vendor Requirements:**

4.2.1 In accordance with paragraph 9c of the attached Terms and Conditions Request for Proposal, **before providing work on any assignment**, the vendor must receive a properly authorized Purchase Order.

*AOS understands and complies*

4.2.2 If applicable, all programmers provided by the vendor must adhere to and use programming standards and documentation conventions of the Office of State Courts Administrator.

*AOS understands and complies*

4.2.3 The vendor shall agree that all materials developed during a given task are the property of the Office of State Courts Administrator, and must be turned over to the Office of State Courts Administrator upon completion of each specific task assignment.

*AOS understands and complies*

4.2.4 Prior to the vendor beginning any work on a task, the Office of State Courts Administrator and the vendor shall jointly prepare and sign a listing, which itemizes all state property that has been checked out to the vendor. The vendor shall return all keys, unused supplies, other task-related materials, and any other state property to the Office of State Courts Administrator upon completion of each project.

*AOS understands and complies*

**4.3 Invoicing and Payment:**

4.3.1 Immediately upon award of the contract, the vendor needs to submit or must have already submitted a properly completed State Vendor ACH/EFT Application, since the State of Missouri intends to make contract payments through Electronic Funds Transfer.

*AOS understands and complies*

- a. If not already submitted, the vendor needs to obtain a copy of the State Vendor ACH/EFT Application and completion instructions from the Internet at:

<http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>

- b. The vendor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the vendor to properly apply OSCA's payment to the invoice submitted.

4.3.2 The vendor shall submit a monthly invoice to OSCA utilizing the vendor's services at the address specified by OSCA.

*AOS understands and complies*

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- 4.3.3 The invoice must state the names and specialized areas and skill level of all temporary IT Specialists providing service for OSCA during the invoice period, and the number of hours of service provided by each individual. The invoice should also include accumulative hours worked and remaining hours out of the possible 1,040 hours during a 12 month period. This will enable both the vendor and OSCA to monitor the 1,040 hours of work during a calendar year requirements of the contract.

**AOS understands and complies**

- 4.3.4 OSCA shall pay the vendor in accordance with the applicable firm, fixed price stated on the Pricing Page for services actually provided.

**AOS understands and complies**

- 4.3.5 The vendor must provide quarterly reports of all temporary IT Specialists used under this contract. The quarterly report should include as a minimum, name of the subcontractor, hours worked this period, hours worked for state during the last 12 months, remaining hours left to work of the original 1,040 hours.

**AOS understands and complies**

- 4.3.6 In the event OSCA fails to provide one working day notice of a cancellation, OSCA shall pay the vendor for two hours of service.

**AOS understands and complies**

- 4.3.7 The vendor shall be paid for hours of services requested/provided as follows:

**AOS understands and complies**

- a. In the event OSCA requires and the vendor provides less than two (2) hours of service, the OSCA shall pay the vendor for two (2) hours of service.

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- b. Time worked and invoiced shall be in 30 minute increments.
- c. If more than two but less than eight (8) hours of service are requested and provided, the vendor shall be paid for the amount of service requested.
- d. If more than eight (8) hours of service are requested but less than eight (8) hours are provided, the vendor shall be paid for eight (8) hours.
- e. If more than eight (8) hours of service are provided, the vendor shall be paid for the actual number of hours of service provided.

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- f. OSCA staff will review resumes submitted for potential temporary IT Specialist. OSCA will interview the potential individual prior to the final selection. OSCA will not reimburse the vendor for the interview process.

**AOS understands and complies**

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4.3.8

## **5. VENDOR'S INSTRUCTIONS AND REQUIREMENTS**

### **5.1 Preparation and Submission of Proposals:**

- 5.1.1 **Organization:** In order to provide optimal readability of their proposal by evaluators, vendors are strongly encouraged to organize their proposal as follows with specific section divider tabs for each of the following:

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- RFP/Amendments - Signed RFP and RFP Amendment Cover Pages
- Table of Contents
- Transmittal Letter/Executive Summary
- Exhibit A - Cost (Pricing Pages)
- Exhibit B - Experience, Expertise, & Reliability of Organization
- Exhibit C - Other Requested Information
- Exhibit D - Certification of No Debarment

- 5.1.2 **VENDORS ARE STRONGLY ENCOURAGED TO STRUCTURE THEIR PROPOSAL SO THAT THE INDIVIDUAL PROVISIONS OF THE EXHIBIT LANGUAGE PRECEDE EACH OF THE VENDOR'S RESPONSES. VENDORS ARE DISCOURAGED FROM REFERRING EVALUATORS TO OTHER SECTIONS OF THEIR PROPOSAL TO FIND THEIR RESPONSE TO A PARTICULAR RFP PROVISION. POORLY ORGANIZED PROPOSALS MAY RESULT IN REDUCED SUBJECTIVE EVALUATION CONSIDERATION BEING GIVEN.**

**AOS understands and complies**

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- Exhibit A - Cost (Pricing Pages)
- Exhibit B - Experience, Expertise, & Reliability of Organization
- Exhibit C - Other Requested Information
- Exhibit D - Certification of No Debarment

- 5.1.3 **Conciseness/Completeness of Proposal:** It is highly desirable that the vendor respond in a complete, but concise manner. It is the vendor's sole responsibility to submit information in their proposals as it relates to the evaluation categories. The Office of State Courts Administrator is under no obligation to solicit such information if it is not included in the

vendor's response. The vendor's failure to submit such information may cause an adverse impact on the evaluation of their proposal. However, unnecessary information should be excluded from the vendor's proposal. The vendor is advised that the subjective evaluation of the proposal is based upon substance, quality of content, clarity of information – *not* length.

**AOS understands and complies**

- 5.1.4 Copies: The vendor's proposal should include an original document, plus four (4) copies for a total of five (5) documents. The front cover of the original proposal should be labeled "original" and the front cover of all copies should be labeled "copy". **In addition, the vendor should provide electronic copies of their entire proposal on CD(s), including all exhibits and/or attachments, in Microsoft-compatible format WITH THE ORIGINAL DOCUMENT AND WITH EACH OF THE PROPOSAL COPIES.**

**AOS understands and complies**

- a. Both the original and the copies should be printed on recycled paper and double sided. All proposals and copies should minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding.
- b. The proposal should be page numbered.
- c. The signed page one from the original RFP and all signed amendments should be placed at the beginning of the proposal.

- 5.1.5 Open Records: The vendor's proposal shall be considered open record upon award of the RFP pursuant to Section RSMo 610.021 (State of Missouri Revised Statutes). Vendor's may view RSMo 610.021 at the following web site address: <http://www.moga.mo.gov/statutes/C600-699/610000020.HTM>). **The vendor shall not submit their entire proposal as proprietary or confidential.** Also, the vendor shall not submit any part of their proposal as confidential unless the proprietary or confidential nature of the material is provided for in the above reference statute. Proprietary or confidential portions of the vendor's proposal allowed by the statute shall be separated, sealed and clearly marked as confidential within the vendor's proposal. *Also, the vendor shall provide adequate explanation of what qualifies the material as being held confidential under the provisions of the statute.*

**AOS understands and complies**

- 5.1.6 Compliance with Terms and Conditions: The vendor is cautioned when submitting pre-printed terms and conditions to make sure such documents do not contain other terms and conditions, which conflict with those of the RFP and its contractual requirements. Such pre-printed terms and conditions documents should be submitted in Exhibit C. **The vendor shall be required to sign the Exhibit C signature box entitled "Addendum to the Vendor's Pre-Printed Terms and Conditions Documents".** Failure to not sign the Exhibit C cover page and/or taking exception to the State's terms and conditions may render a vendor's proposal non-responsive and remove it from consideration for award. **Vendors are cautioned that the Office of State Courts Administrator will not award a non-compliant proposal.** Consequently, any vendor indicating non-compliance with any requirements, terms, conditions and provisions of the RFP may be eliminated from further consideration for award.

**AOS understands and complies**

- 5.1.7 **NOTE:** The Secretary of State is responsible for the registration of all Missouri and out-of-state business entities doing business in Missouri. These business entities include: for profit and nonprofit corporations, limited liability companies, limited partnerships, and many others. Missouri corporations must file articles of incorporation, while out-of-state corporations must obtain a certificate of authority. In addition, all corporations must file various documents required by law, such as amendments, mergers, consolidation instruments, articles of dissolution and terminations. For further information please go to the following web site: <http://www.sos.mo.gov/business/corporations/> or contact the Corporations Division of the Secretary of State office located at the James C. Kirkpatrick State Information Center, P.O. Box 778, Jefferson City, Missouri 65102, Telephone: (573) 751-4153.

**AOS understands and complies**

**EXHIBITS/ATTACHMENTS**

The following describes the Exhibits/Attachments to this RFP:

- Exhibit A - Cost (Pricing Pages)
- Exhibit B - Experience, Expertise, & Reliability of Organization
- Exhibit C - Other Requested Information
- Exhibit D - Certification of No Debarment
- Exhibit E - OSCA Request for Temporary Services

STATE OF MISSOURI  
OFFICE OF STATE COURTS ADMINISTRATOR

TERMS AND CONDITIONS – REQUEST FOR PROPOSAL

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. Agency and/or State Agency means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased. The agency is also responsible for payment.
- b. Amendment means a written, official modification to an RFP or to a contract.
- c. Attachment applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. Proposal Opening Date and Time and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. Offeror means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. Contract means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- g. Contractor means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- h. Exhibit applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- i. Request for Proposal (RFP) means the solicitation document issued to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- j. May means that a certain feature, component, or action is permissible, but not required.
- k. Must means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a proposal being considered non-responsive.
- l. Pricing Page(s) applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- m. Shall has the same meaning as the word must.
- n. Should means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the Office of State Courts Administrator.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.

The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the Office of State Courts Administrator if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the Contract and Grant Coordinator, unless the RFP specifically refers the offeror to another contact. Such communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The Office of State Courts Administrator monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

- e. The Office of State Courts Administrator reserves the right to officially amend or cancel an RFP after issuance.

#### 4. PREPARATION OF PROPOSALS

- a. Offerors must examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the Office of State Courts Administrator and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Prices offered shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, prices shall be firm for the specified contract period.

#### 5. SUBMISSION OF PROPOSALS

- a. Proposals must be submitted hard copy, delivered to the Office of State Courts Administrator, Contract and Grant Coordinator. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Delivered proposals must be sealed in an envelope or container, and received in the Office of State Courts Administrator no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal which has been delivered to the Office of State Courts Administrator may be modified by signed, written notice which has been received by the Contract and Grant Coordinator prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal which has been delivered to the Office of State Courts Administrator may only be withdrawn by a signed, written notice or facsimile which has been received by the Contract and Grant Coordinator prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. Offerors delivering a hard copy proposal to Office of State Courts Administrator must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.

#### 6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. The contents of the responses shall not be disclosed at this time.
- b. It is the offeror's responsibility to ensure that the proposal is received by Office of State Courts Administrator by the official opening date and time.
- c. Proposals which are not received by the Office of State Courts Administrator prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

#### 7. PREFERENCES

- a. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the state of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- b. In accordance with Executive Order 98-21, vendors are encouraged and may be required per the RFP to utilize certified minority and women-owned businesses in selecting subcontractors.

## 8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the Contract and Grant Coordinator before contract award. Upon discovering an apparent clerical error, the Contract and Grant Coordinator shall contact the offeror and request clarification of the intended proposal. 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.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the Office of State Courts Administrator to be in the best interest of the State of Missouri.
- c. Unless otherwise stated in the RFP, cash discounts for prompt payment of invoices shall not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, the Office of State Courts Administrator reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the Office of State Courts Administrator reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The Office of State Courts Administrator reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the Office of State Courts Administrator to the successful offeror. The Office of State Courts Administrator reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by Office of State Courts Administrator based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The Office of State Courts Administrator reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

## 9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including the contractor's BAFO, and (4) Office of State Courts Administrator's acceptance of the proposal by "notice of award" or by "purchase order."
- c. A notice of award 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, the contractor must receive a properly authorized purchase order.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, 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 Contract and Grant Coordinator 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.

## 10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Office of State Courts Administrator.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears. The State of Missouri shall not make any advance deposits.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the State's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.

## 11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

## 12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received pursuant to a contract shall be deemed accepted until the Office of State Courts Administrator has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the State may have.

## 13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the Office of State Courts Administrator, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the State's acceptance of or payment for said equipment, supplies, and/or services.

## 14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

## 15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

## 16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the Office of State Courts Administrator may cancel the contract. At its sole discretion, the Office of State Courts Administrator may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the Office of State Courts Administrator within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the Office of State Courts Administrator will issue a notice of cancellation terminating the contract immediately.
- c. If the Office Of State Courts Administrator cancels the contract for breach, the Office of State Courts Administrator reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Office of State Courts Administrator deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the State for any period in which funds have not been appropriated, and the State shall not be liable for any costs associated with termination caused by lack of appropriations.

## 17. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

## 18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the Office of State Courts Administrator immediately.
- b. Upon learning of any such actions, the Office of State Courts Administrator reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

## 19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

## **20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the Office of State Courts Administrator shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Office of State Courts Administrator until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

## **21. AMERICANS WITH DISABILITIES ACT**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

## **22. TITLES**

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

**Alexander Open Systems**  
**State of Missouri**  
**Office of State Courts Administrator**  
**RFP # OSCA 09-009**  
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February 11, 2009

State of Missouri  
Office of State Courts Administrator  
Herb Connor  
2112 Industrial Drive  
Jefferson City, MO 65109

Dear Mr. Connor:

On behalf of Alexander Open Systems (AOS), we are delighted to present this response to the request by the State of Missouri, Office of the State Courts Administrator for furnishing Information Technology Temporary Services – RFP # OSCA 09-009.

The State of Missouri's Office of the State Courts Administrator seeks to obtain the highest quality temporary services for information technology. The quality of those services can only be defined by the sum of its parts. This includes not only the highest quality expertise, but also the solution that has been designed to fit the specific needs of an organization's network. In the interest of providing exactly that, AOS seeks to earn the award for providing temporary Information Technology staffing services.

AOS is the leading technology solutions provider in the Midwest. Why do companies trust AOS with their IT needs? Our customers tell us it is because we meet commitments and develop mutual respect. Since our very first sale to Perry-Lacompton School District in 1992, AOS has been providing solutions for network design and implementation, wireless networks, IP telephony installations and of course, video conferencing solutions.

AOS has blanketed the Midwest and currently has in excess of 200 employees operating out of 11 offices in 6 Midwestern states. Three of those offices are in Missouri – Columbia, St. Louis and Springfield; with our corporate office nearby in Overland Park, KS. Combined within those offices is the largest number of certified designers and engineers of any solutions provider. The vast majority of AOS designers and engineers are in Missouri, and they are well within the reach of OSCA and the State of Missouri; along with any other state agency who might seek to obtain services through this agreement. In addition, as your dedicated AOS Account Manager, I am located in our Columbia, MO office. This is an important part of our success, because we consider our dedication to customer service to be the most valuable piece of a partnership that AOS can offer.

The AOS St. Louis regional office is doing business as AOS, LLC which is a Missouri limited liability company. Approximately 92% of the employees working for AOS, LLC live within the state of Missouri. Approximately 20% of the employees working out of the AOS headquarters in Overland Park, KS live within the state of Missouri. There is a very high likelihood that services performed for the State of Missouri and OSCA will be conducted by AOS staff members who live in the state of Missouri.

AOS has dedicated tremendous resources toward obtaining the highest level of manufacturer partnerships. This systematic approach to success has allowed us to obtain many certifications that place us within an elite group of service providers. AOS has invested heavily in Cisco training and certification for our entire team. No other Cisco reseller or partner in the Midwest can match our number of Cisco certified personnel. Many vendors can supply Cisco equipment, but AOS has the talent, resources and credentials to ensure a successful implementation, including design and ongoing support services.

AOS has obtained Cisco Security/Networking Certifications in the following areas:

Cisco Master Security Specialization\*\*

Cisco Master Unified Communications Specialization\*\*

*\*\*AOS is one of only 9 Cisco partners worldwide to obtain both of these Master Certifications*

Cisco Gold Partner

Cisco Advanced Data Center Networking Infrastructure

Cisco Advanced Security

Cisco Advanced Technology Partner – Video Surveillance

Cisco Advanced Routing & Switching

Cisco Advanced Unified Communications

Cisco Advanced Wireless LAN

Cisco ATP – Outdoor Wireless Mesh

Cisco ATP – Rich Media Communications

Cisco ATP – Video Surveillance Partner

Cisco Smart Care Service

AOS' strategy when designing any technology solution is to provide a path based on the goals of the organization so that the current project will allow for growth and advancement verses having to redesign to continue to show improvement. We want to make our customers as self-sustaining as possible while keeping a high level of efficient technology active in their day-to-day procedures. We accomplish this by investing our time and resources up front and understanding the business plan of our customers. By developing a long term plan, not only will you see your immediate issues resolved, but you will be prepared to effectively and financially grow with technology.

AOS would welcome the opportunity to be a with the State of Missouri and the Office of the State Courts Administrator, and be part of the team to assist you in implementations of new solutions in 2009 and beyond. When your system needs something, we will be there. We will help you get where you want to go and set you up for growth and the ability to showcase the new system to, not only internal staff, but to the community as well.

Many vendors can supply information technology engineering services, but only AOS has such a large number of those talented resources right here in Missouri. Partner with AOS and you can indeed "Expect the Best". AOS knows customer service; AOS knows quality and AOS knows information technology.

Respectfully,



**Jenny Lorenz**  
Account Manager  
Alexander Open Systems  
573-441-5603 - office  
573-864-9092 - mobile  
[jlorenz@aos5.com](mailto:jlorenz@aos5.com)  
[www.aos5.com](http://www.aos5.com)

### Alexander Open Systems Overview:

Alexander Open Systems (AOS), founded in 1992, specializes in designing, installing and servicing Local Area Networking-Wide Area Networking LAN/WAN, Wireless, Security, Unified Communications Video and Call Centers, Physical Security(video surveillance), Storage (production, archive, and replicated), Virtualization (production, disaster recovery and business continuity) and provides Managed Services to protect and maintain our customers IT operations and services.

AOS is a technology partner and advisor to each customer. AOS places the highest priority on responsive and professional customer service with integrity. That approach is responsible for AOS' growth from three employees to over 200 employees and the ability to offer Regional support to the Western Midwest with local support offices in 11 cities.

"AOS is responsive and motivated to meet customer needs. There is a level of integrity and trust found in the AOS team that sets them apart in a very competitive industry."  
Chris Bantham, Xerox Global Services

While AOS is focused on delivering expertise in select IT technology and services, AOS still maintains the core foundation to growth and success is in our responsive and professional customer service. Our customers have come to "Expect the Best" and AOS "Expects the Best" from each and every one of our employees.

AOS personnel are trained in the leading technologies in each of the specialization areas we support, so that we can continue to provide the best solutions to our customers. AOS Engineers, Account Managers, Projects Managers are certified and trained and hold some of the most sought after and difficult Certifications in the industry.

"AOS's strengths are their knowledge of the technology solutions that are available, and their ability to take these solutions to customers and support them from beginning to end."  
Steve Schlegel, VML, Inc.

### AOS Accomplishments:

- ▲ Financially-stable computer networking integrator in business since 1992
- ▲ Growth continued during the late 1990's and sales sky-rocketed from \$7 million to over \$100 million in 2008
- ▲ Significant regional presence with offices in Kansas, Missouri, Nebraska, South Dakota, Illinois and Arkansas.
- ▲ Largest VAR repository of experienced, qualified and certified systems engineers on-staff focusing on not just "best of breed" products but "best comprehensive solution" from major manufactures and developers Cisco, HP, EMC and Microsoft.
- ▲ Hundreds of satisfied references in all technologies.
- ▲ Local and professional account management
- ▲ Vendor and Industry-certified system engineers, designers and project managers to insure project success

### Organizations Value AOS to:

- ▲ Identify business objectives and how AOS solutions and services can deliver positive value toward achieving those objectives and improving the organization's bottom line.
- ▲ Consult on advanced technology for projects or ad hoc services and teaming to achieve higher effectiveness, more efficiency and better profitability.
- ▲ Secure the company's information assets to limit liability and improve the corporate image.
- ▲ Provide information storage, management and recovery solutions for valued data and applications.
- ▲ Coordinate ordering, delivery, warranties and maintenance agreements of all equipment and software components

### Customers choose AOS to:

- ▲ Make a positive impact on our customer's bottom line by helping them to be more effective, efficient and profitable through the strategic use of business enabling technology.
- ▲ Leverage our subject matter experts in our core focus areas, and have more Systems Consultants in the central states region, with more nationally recognized certifications than any other local technology VAR.
- ▲ Leverage our expertise and experience to design, implement and support advanced IT solutions to help assure a successful outcome of there initiatives. Our high customer satisfaction ratings are earned through meticulous attention to customer service and ease of doing business.
- ▲ Access, Evaluate, Design, Recommend, Implement and Support today's advanced IT solutions that increase up time, maximize resources, lesson work load and drive IT cost down to achieve a positive impact on the bottom line.

### Awards and Recognitions:

- ▲ #1 reseller of Cisco products in the Midwest Region (Cisco Systems)
- ▲ Mid-Tier Partner of the year for EMC
- ▲ #1 Computer Networking Company in Kansas City (K.C. Business Journal)
- ▲ Technology Entrepreneur of the Year (Ernst & Young)
- ▲ 36th in 2007 CRN Fast Growth 100 Companies
- ▲ 32<sup>nd</sup> in 2007 Ingram's 100 Fastest Growing Companies

"AOS is our specialist provider for tailored solutions to our business network needs. They provided excellent custom expertise is our exchange environment as well as advanced server configurations and repair of those applications or services when they corrupt of fail to meet our needs."  
Paul Stuart, Toyoda Gosei North America

Alexander Open Systems understands how critical IT is to your business, data must be assessable and secure, communications paths need to stay up. As a certified Cisco provider AOS can provide local support and implementation of each phase of your solution. Alexander Open Systems not only can provide certified local install, but continued support of your IT Infrastructure, and communication solution when changes arise and engineers are required. Alexander Open Systems has provided similar solutions for other businesses in your industry.

## Company Background Information

Alexander Open Systems is the leading technology solutions provider in the Midwest. AOS specializes in consulting and designing Local, Wide Area and Unified Communications, Storage, Virtualization, Physical and Information Security Solutions. AOS began installing and servicing local area networks in 1992 as a small family business with three employees. Since that date, AOS has grown to over 220 employees with 11 offices across 6 Midwest states.

Alexander Open Systems fits into the Cisco Data and Wireless Network with its place as a Cisco Gold Certified Partner as well as:

- Cisco Midwest Partner of the Year – 2008
- #1 Cisco Networking Partner in the Midwest Region – 2007
- #1 Cisco Partner in the Midwest Region – 2007
- #12 Cisco Partner in North America – 2007

Further securing its place in the Cisco Market, AOS recently obtained dual Masters certifications held by only 9 Cisco Partners worldwide:

- Cisco Masters Unified Communications Certification
- Cisco Masters Security Certification

Alexander Open Systems employs more local Design Architects and Cisco Certified Engineers than any other partner in the region.

- Design Architects – 14
- Cisco Design Architects – 8
- Unified Communications Engineers – 34 (15 - CCIE Certified, 13 - CCVP Certified)

Alexander Open Systems is a Cisco Gold Certified Partner with Advanced Technology Wireless Specializations in Wireless campus, Wireless tracking and Cisco Mesh. AOS has been designing and installing Cisco wireless solutions since 2000. With experience through 250+ Telephony installations, AOS can handle your needs. AOS employs a dedicated team directly related to its Cisco Unified Communications installations:

Alexander Open Systems has a Systematic Approach to Success. This same approach will be taken to the implementation of your network services:

- Facilitation of solution
  - Architecture
  - Implementation
  - Training
  - Documentation
- Key Activities
  - Assign the appropriate resource
  - Create the project schedule aligning it with the customer's objectives
  - Coordinate the AOS team with the customer to meet the stated goals
  - Communicate project status and next steps to the customer

- Meet its “triple constraint” – time, budget and scope
- Close out checklist and project sign off

In addition to the highest partnership and commitment with Cisco Systems, AOS aligns itself through top partnerships with other industry leading manufacturers such as, but not limited to:

- TANDBERG
- EMC
- VMware
- Microsoft
- HP

It is through a sincere commitment to the qualifications and partnerships listed above that AOS has also earned the following Social Media Rankings:

- #16 “Fast Growth 100 Solutions Providers” – CRN Magazine (2008)
- #243 “VAR Business 500” – VAR Business Magazine (2008)
- 2008 “Champions of Business” – Kansas City Business Journal

Regarding post-implementation support, AOS always provides at least one day of on-site support upon production turn-up for any project. In addition to this “Day 1” on-site support, AOS employs over 80 field engineers that provide ongoing customer support. In addition to Cisco’s SMARTnet Services which will provide customers with software and hardware support, AOS Engineering Support can be accessed through a variety of options outlined below:

1. Help Desk: Simply calling our 24x7x365 support number as needed on a “time and material” basis
2. Block-time: This is a pre-purchased block of time that reduces the rates for our various levels of engineers and provides a higher level of response level for incidents
3. Sentry Agreement: This is a monthly agreement in which the customer agrees to a specific level of monthly usage and pays monthly. The Sentry engineer is scheduled to come onsite to perform specific functions such as network or wireless health checks, performs customer defined tasks, or troubleshoot issues. Based on the agreement level, rates for all other engineering/support services are reduced accordingly just like it is under a block-time agreement
4. NOC Agreement: AOS owns and operates a Network Operations Center out of Overland Park Kansas (Corporate Headquarters) that your solution will be monitored from.

New Online Video - AOS Company Overview  
<http://www.aos5.com/videos/videoplayer.aspx>

## **AOS Security/Networking Certifications:**

- Master Security Specialization
- Master UC Specialization
  - 1 of 9 companies in World – that have both of these Master Certifications)
- Cisco Gold Partner
- Axis Gold Level Channel Partner (highest level)
- Cisco Advanced Data Center Networking Infrastructure
- Cisco Advanced Security
- Cisco Advanced Technology Partner – Video Surveillance
- Cisco Advanced Routing & Switching
- Cisco Advanced Unified Communications
- Cisco Advanced Wireless LAN
- Cisco ATP - Outdoor Wireless Mesh
- Cisco ATP - Rich Media Communications
- Cisco ATP - Video Surveillance Partner
- Cisco Smart Care Service

## **AOS Manufacture Partner Status:**

- TANDBERG Premier Partner
- Cisco Gold Partner
- Cisco Advanced Data/Video Storage Networking Partner
- Compellent - Partner
- EMC – Gold Partner
- VMWare – Premier Partner
- F5 - Partner
- Citrix – Gold Partner
- Microsoft – Gold Partner
- BakBone – Partner
- Symantec – Gold Partner

## **AOS Engineering Certifications:**

- |                            |                        |                       |
|----------------------------|------------------------|-----------------------|
| ➤ 12 – Certified CCIE      | ➤ 11 – Certified CCDP  | ➤ 3 – Certified CCSP  |
| ➤ 6 – Certified CCIE Voice | ➤ 16 – Certified CCNP  | ➤ 2 – Certified CNE   |
| ➤ 8 – Certified CCIE RS    | ➤ 10 – Certified CCSP  | ➤ 25 – Certified MCSE |
| ➤ 2 – Certified CCIE Se    | ➤ 37 – Certified CCNA  | ➤ 10 – Certified MCSA |
| ➤ 2 – Certified ADCNIS     | ➤ 5 – Certified CCVP   | ➤ 11 – Certified MCP  |
| ➤ 2 – Certified DCASS      | ➤ 25 – Certified CSE   | ➤ 10 – Certified VCP  |
| ➤ 1 – Certified CDCASD     | ➤ 2 – Certified CCEA   | ➤ 3 – Certified PMP   |
| ➤ 22 – Certified CCDA      | ➤ 2 – Certified CCA    | ➤ 5 – Certified ASE   |
|                            | ➤ 12 – Certified CISSP |                       |

REVISED BY AMENDMENT #001

**Exhibit A ON- SITE Services**  
**OSCA IT Temporary Services RFP**  
**Pricing Page (45 points)**

**Firm Fixed Price**

REF	Technology/Specialty Area	Firm Fixed Price		
		Junior Level	Senior Level	Architect Level
2.5.2	<b>Advantage: Gen Development</b>	N/A-AOS	N/A-AOS	N/A-AOS
2.5.3	<b>Crystal Reports</b>	N/A-AOS	N/A-AOS	N/A-AOS
2.5.4	<b>Oracle Database Administration &amp; Application Development</b>	N/A-AOS	N/A-AOS	N/A-AOS
2.5.5	<b>IBM Websphere</b>	N/A-AOS	N/A-AOS	N/A-AOS
2.5.6	<b>COGNOS/ReportNet</b>	N/A-AOS	N/A-AOS	N/A-AOS
2.5.7	<b>IBM Lotus Notes</b>	N/A-AOS	N/A-AOS	N/A-AOS
2.5.8	<b>XML Schema</b>	N/A-AOS	N/A-AOS	N/A-AOS
2.5.9	<b>JAVA</b>	N/A-AOS	N/A-AOS	N/A-AOS
2.5.10	<b>ILog/JRules</b>	N/A-AOS	N/A-AOS	N/A-AOS
2.5.11	<b>Web Services</b>	N/A-AOS	N/A-AOS	N/A-AOS
2.5.12	<b>Citrix Presentation Server</b>	N/A-AOS	N/A-AOS	N/A-AOS
2.5.13	<b>VMware Virtual Center</b>	\$155.00	\$155.00	\$175.00
2.5.14	<b>Cisco Technologies Tier 1 SME (core)</b>	\$135.00	\$155.00	\$175.00
2.5.15	<b>Cisco Technologies Tier 2 SME Advanced Technologies (AT)-UC,</b>	\$135.00	\$155.00	\$175.00
2.5.16	<b>SAS</b>	N/A-AOS	N/A-AOS	N/A-AOS
2.5.17	<b>ArcGIS</b>	N/A-AOS	N/A-AOS	N/A-AOS
2.5.18	<b>Advanced Network Troubleshooting</b>	\$135.00	\$155.00	\$175.00
2.5.19	<b>Data Center Design and Facility Cooling</b>	\$155.00	\$155.00	\$175.00
2.5.21	<b>IBM Content Manager</b>	N/A-AOS	N/A-AOS	N/A-AOS

\*NOTE: See section 2.5 for explanation of Technical/Specialty Areas

**Exhibit A.1 OFF- SITE Services**  
**OSCA IT Temporary Services RFP**  
**Pricing Page (45 points)**

REF	Technology/Specialty Area	Firm Fixed Price		
		Junior Level	Senior Level	Architect Level
2.5.2	<b>Advantage: Gen Development</b>	N/A-AOS	N/A-AOS	N/A-AOS
2.5.3	<b>Crystal Reports</b>	N/A-AOS	N/A-AOS	N/A-AOS
2.5.4	<b>Oracle Database Administration &amp; Application Development</b>	N/A-AOS	N/A-AOS	N/A-AOS
2.5.5	<b>IBM Websphere</b>	N/A-AOS	N/A-AOS	N/A-AOS
2.5.6	<b>COGNOS/ReportNet</b>	N/A-AOS	N/A-AOS	N/A-AOS
2.5.7	<b>IBM Lotus Notes</b>	N/A-AOS	N/A-AOS	N/A-AOS
2.5.8	<b>XML Schema</b>	N/A-AOS	N/A-AOS	N/A-AOS
2.5.9	<b>JAVA</b>	N/A-AOS	N/A-AOS	N/A-AOS
2.5.10	<b>ILog/JRules</b>	N/A-AOS	N/A-AOS	N/A-AOS
2.5.11	<b>Web Services</b>	N/A-AOS	N/A-AOS	N/A-AOS
2.5.12	<b>Citrix Presentation Server</b>	N/A-AOS	N/A-AOS	N/A-AOS
2.5.13	<b>VMware Virtual Center</b>	\$175.00	\$175.00	\$195.00
2.5.14	<b>Cisco Technologies Tier 1 SME (core)</b>	\$155.00	\$175.00	\$195.00
2.5.15	<b>Cisco Technologies Tier 2 SME Advanced Technologies (AT)-UC,</b>	\$155.00	\$175.00	\$195.00
2.5.16	<b>SAS</b>	N/A-AOS	N/A-AOS	N/A-AOS
2.5.17	<b>ArcGIS</b>	N/A-AOS	N/A-AOS	N/A-AOS
2.5.18	<b>Advanced Network Troubleshooting</b>	\$155.00	\$175.00	\$195.00
2.5.19	<b>Data Center Design and Facility Cooling</b>	\$175.00	\$175.00	\$195.00
2.5.21	<b>IBM Content Manager</b>	N/A-AOS	N/A-AOS	N/A-AOS

*NOTE: See section 2.5 for explanation of Technical/Specialty Areas*

**RENEWAL OPTIONS FOR ALL PRICING**

The Office of State Courts Administrator shall have the sole option to renew the contract for five (5) additional one-year periods, or any portion thereof in order to provide customization and system support services.

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

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

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

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

	<u>Maximum Increase</u>	OR	<u>Minimum Decrease</u>
First Renewal Period:	original price + <u>  0  </u> %	OR	original price - <u>  0  </u> %
Second Renewal Period:	original price + <u>  0  </u> %	OR	original price - <u>  0  </u> %
Third Renewal Period:	original price + <u>  0  </u> %	OR	original price - <u>  0  </u> %
Fourth Renewal Period:	original price + <u> 10 </u> %	OR	original price - <u>  0  </u> %
Fifth Renewal Period:	original price + <u> 10 </u> %	OR	original price - <u>  0  </u> %

RFP OSCA 09-009

**EXHIBIT B  
EXPERIENCE, EXPERTISE, & RELIABILITY OF ORGANIZATION/STAFF**

The evaluation of the vendor's experience and reliability shall be subjective based on the requirements stated herein. Therefore, the vendor should present detailed information regarding current and/or prior experiences in providing the services and reliability of the organization. The following information should be provided by the vendor in order to verify their proposed experience and reliability. The Office of State Courts Administrator reserves the right to use this information, including information gained from any other source, in the evaluation process.

**B.1 PRIOR EXPERIENCE OF VENDOR: 30 points**

- 1) The vendor should provide the following information related to previous and current contracts which are considered identical or similar to the requirements of this RFP. The vendor should describe the organization's specific experience in providing information technology temporary services in each category of service proposed, noting and specifically describing experience providing such to governmental entities. The vendor should duplicate the applicable reference tables as necessary so that they submit three references for each proposed category.

<b>REFERENCES</b>			
Contracting Organization Name:	State of Kansas		
Mailing Address:	900 SW Jackson, Room 751S Topeka, KS 66612		
Contact Name:	Eldon Rightmeier	Contact Title:	Deputy Director for the Bureau of Telecommunications
Contact Phone Number:	785-296-8040	Contact Email Address:	Eldon.rightmeier@da.ks.gov
Applicable Dates of Contract(s)	Thru December 31, 2010	Prime or Subcontractor Role? If prime, identify subcontractors utilized under this contract(s), if any.	Prime
Brief Description of Prior/Current Services Performed:	Cisco Equipment and Services; Engineering and Operational Resources		

REFERENCES			
Contracting Organization Name:	Unified Government – City of Kansas City, KS		
Mailing Address:	710 N. 7 <sup>th</sup> Street; 2 <sup>nd</sup> Floor, DOTS Kansas City, KS 66001		
Contact Name:	Dan Jarvis	Contact Title:	CIO
Contact Phone Number:	913-573-8844	Contact Email Address:	djarvis@wycokck.org
Applicable Dates of Contract(s)		Prime or Subcontractor Role? If prime, identify subcontractors utilized under this contract(s), if any.	
Brief Description of Prior/Current Services Performed:			

REFERENCES			
Contracting Organization Name:	State of South Dakota		
Mailing Address:			
Contact Name:	Jim Edman	Contact Title:	Deputy CIO
Contact Phone Number:	605-773-4861	Contact Email Address:	Jim.Edman@state.sd.us
Applicable Dates of Contract(s)		Prime or Subcontractor Role? If prime, identify subcontractors utilized under this contract(s), if any.	Prime
Brief Description of Prior/Current Services Performed:	WSCA Contract for Cisco		

REFERENCES			
Contracting Organization Name:	State of Iowa		
Mailing Address:	Iowa Dept of Administrative Services Hoover State Office Building, Level A Des Moines, IA 50319		
Contact Name:	Ashley Super	Contact Title:	Contracts Manager
Contact Phone Number:	515-281-7073	Contact Email Address:	ashley.super@iowa.gov
Applicable Dates of Contract(s)	01/31/09-05/31/10	Prime or Subcontractor Role? If prime, identify subcontractors utilized under this contract(s), if any.	Prime
Brief Description of Prior/Current Services Performed:	Cisco Data Communications Hardware, and related software and services. Also on State of Iowa Cisco WSCA Contract		

- 2) The vendor should provide examples of how you have met, or exceeded technical expectations of the client on major tasks/milestones for deliverables for previous projects.

Alexander Open Systems not only has the largest number of highly qualified and certified engineers in the area, but we also team those engineers up with dedicated Account Managers, Design Architects and Project Managers. This systematic approach to success allows AOS to maintain our dedication to customer service and outstanding response times. We have met and exceeded numerous milestones for many of our customers. Our account teams maintain a presence with each of our customers and create professional relationships built on mutual trust and dedication to the success of each project. AOS engineers and design architects maintain current and up to date certifications in order to ensure that each project is designed, implemented and supported with pro-active consideration of the latest technologies available.

- 3) The vendor should provide examples of how you have been responsive to changes in technical directions within previous projects.

Alexander Open Systems assigns a dedicated project manager and design architect to each project in order to maintain clear and concise communication throughout the entire process. Changes in technical direction are to be expected and AOS is dedicated to ensuring a project outcome that satisfies the customer's needs. Any changes requested are reviewed with the customer by the account team in order to determine the need for the changes and ensure that the customer's desired outcome will be maintained. AOS has a standard internal project plan used for documenting timelines, project requirements, recommendations and results.

## **B.2 RELIABILITY OF ORGANIZATION: 25 points**

- 1) The vendor should describe their organization and the organization of their proposed sub vendor's(s') organization. The vendor's description should include:

- a) Financial stability of the organization and any other financial resources available to the vendor to help support any subsequent contract;

Alexander Open Systems was founded in 1992. By placing the highest priority on responsive and professional customer service with integrity, AOS sales have grown from \$7 million in the late 1990's to over \$100 million in 2008.

- b) Geographical locations of the organization(s)

Alexander Open Systems has 11 offices across 6 midwestern states. Three of which are in Missouri alone – Columbia, Springfield and St. Louis (Fenton).

Our corporate office is nearby in Overland Park, Kansas with two other Kansas locations in Topeka and Wichita. Additional office locations include Lincoln, NE; Omaha, NE; O'Fallon, IL; Sioux Falls, SD and Rogers, AR.

- c) The vendor should indicate the overall total number of currently employed consultants of the vendor that are being proposed to provide services for the contract. The vendor should also describe the total number of consultants proposed per category with details of how many consultants in the Architect Level, Senior Level, and Junior Level positions are available per category. This description must only include currently employed consultants of the vendor. The same information described above should be provided for any subvendors the vendor intends to utilize in the provision of services but such information must be clearly distinguishable from that of the vendor’s organization.

**AOS employs the largest staff of locally available certified engineers of any provider in the Midwest.**

CCIE – 12	CCIE Voice – 4	CCIE RS – 4
CCIE Se – 1	ADCNIS – 1	DCASS – 1
CDCASD – 1	CCDA – 19	CCDP – 11
CCNP – 12	CCSP – 6	CCNA – 40
CCVP – 5	CSE – 25	CCEA – 2
CCA – 2	CISSP – 12	CCSP – 3
CNE – 2	MCSE – 25	MCSA – 10
MCP – 11	VCP – 10	PMP – 3
ASE - 5		

- 2) The vendor should provide a brief description of the major markets it serves.

**AOS provides products and services to all major markets including:**

- Government
- Education
- Medical
- Commercial
- Enterprise
- Financial

**AOS holds Manufacturer Partner Status as follows:**

- Cisco Gold Partner
- Cisco Advanced Data/Video Storage Networking Partner
- Compellant – Partner
- EMC – Gold Partner
- VMWare – Premier Partner
- Citrix – Gold Partner
- Microsoft – Gold Partner
- TANDBERG – Premier Partner
- F5 – Partner
- Symantec – Gold Partner
- BakBone – Partner

- 3) The vendor should explain how long the vendor’s organization has provided IT Temporary Services in each of the proposed categories.

**AOS was founded in October of 1992 and began designing, installing and servicing all local area networks in April of 1993.**

- 4) The vendor should indicate how many public sector Information Technology Temporary contracts the company has been awarded in the past five (5) years. The vendor should provide a brief description of the scope of work for these public sector contracts to include a description of the technologies involved.

AOS was awarded the Cisco contract for the State of Kansas in September, 2007 and provides networking and engineering design, installation and support services. This contract was renewed in December 2008 for an additional 2 years, until December 2010.

- 5) The vendor should provide additional relevant information to assist evaluation of their reliability.

AOS employs over 200 staff members across its 11 regional offices. The St. Louis regional office is doing business as AOS, LLC which is a Missouri limited liability company. Approximately 92% of the employees working for AOS, LLC live within the state of Missouri. Approximately 20% of the employees working out of the AOS headquarters in Overland Park, KS live within the state of Missouri. There is a very high likelihood that services performed for the State of Missouri and OSCA will be conducted by AOS staff members who live in the state of Missouri.

AOS has obtained Security/Networking Certifications in the following areas:

Cisco Master Security Specialization\*\*

Cisco Master Unified Communications Specialization\*\*

*\*\*AOS is one of only 9 Cisco partners worldwide to obtain both of these Master Certifications*

Cisco Gold Partner

Cisco Advanced Data Center Networking Infrastructure

Cisco Advanced Security

Cisco Advanced Technology Partner – Video Surveillance

Cisco Advanced Routing & Switching

Cisco Advanced Unified Communications

Cisco Advanced Wireless LAN

Cisco ATP – Outdoor Wireless Mesh

Cisco ATP – Rich Media Communications

Cisco ATP – Video Surveillance Partner

Cisco Smart Care Service

#### **B.4 GUARANTEED EXPERIENCE & EXPERTISE DESCRIPTIONS:**

##### **REVISED BY AMENDMENT #001**

- 1) In order for the Office of State Courts Administrator to be assured of consistent levels of quality performance even when proposed consultants are not available, *the* vendor should specifically identify each proposed IT Temporary Specialist classification title in each proposed technical/specialty area (1) the *guaranteed* minimum number of years of experience, (2) the *guaranteed* minimum educational experience qualifications, AND (3) the *guaranteed* minimum professional certifications. The vendor should include detailed position descriptions for each proposed IT Temporary Specialist classification title in each proposed technical/specialty area. (NOTE: It is essential the IT Temporary Specialist classification titles included in this section match exactly with those included in Exhibit A, Pricing/Cost Response.)

AOS engineers have a wide variety of educational experience and are not classified according to that education. AOS classifies its engineers according to the professional experience they have gained and the certifications they have earned. However, the Office of State Courts Administrator can be assured that all AOS engineers have a minimum of a high school education, while many have higher education degrees.

**2.5.13 – VMware Virtual Center**

Junior level – 1 year experience with Virtualization, specifically VMware ESX

Senior level – 2 years experience with VCP certification

Architect level – 3 years experience with VCP

**2.5.14 – Cisco Tier 1 SME (core)**

Junior level – 3 years experience with CCNP or CCNA

Senior level – 3 years experience with CCIE or CCNP; or 5 years experience with CCIE written

Architect level – 5 years experience with CCIE

**2.5.15 – Cisco Tier 2 SME Advanced Technologies (AT) - UC**

Junior level – 3 years experience with CCNP or CCNA

Senior level – 3 years experience with CCIE or CCNP; or 5 years experience with CCIE written

Architect level – 5 years experience with CCIE

**2.5.18 – Advanced Network Troubleshooting**

Junior level – 3 years experience with CCNP or CCNA

Senior level – 3 years experience with CCIE or CCNP; or 5 years experience with CCIE written

Architect level – 5 years experience with CCIE

**2.5.19 – Data Center Design and Facility Cooling**

Junior level – 2 years experience with CCNA or CCNP

Senior level – 5 years experience and CCNP with Data Center Specialization

Architect level – 5 years experience with CCIE and CCDA with Data Center Specialization

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**EXHIBIT C  
OTHER INFORMATION**

**C.1 Addendum to Vendor's and/or Subcontractor's Pre-Printed Terms and Conditions Documents**

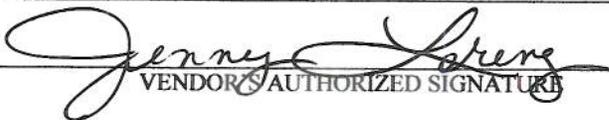
If the vendor's or subcontractor's pre-printed professional service agreement(s) are to be considered as part of the contract between the vendor and the Office of State Courts Administrator, then such service agreements must be submitted in Exhibit C herein. In addition, the vendor and/or subcontractor shall be required to sign and date the "Addendum to the vendor's/Subcontractor's Pre-Printed Terms and Conditions Documents" signature box below. *The Office of State Courts Administrator shall not sign or execute any additional contract, license, or other agreements containing contractual terms and conditions as a result of this procurement.*

**ADDENDUM TO VENDOR'S AND/OR SUBCONTRACTOR'S PRE-PRINTED TERMS AND CONDITIONS DOCUMENTS**

**REVISED BY AMENDMENT #001**

By signing the signature block below the vendor and/or subcontractor hereby declares understanding and agreement with the following: (1) that the language of this RFP shall govern in the event of a conflict with his/her proposal, including any pre-printed terms and conditions documents such as professional services agreements, etc., that are submitted as part of his/her proposal, and (2) any of the vendor's and/or subcontractor's terms and conditions contained in the submitted pre-printed terms and condition documents that conflict with the RFP OSCA 09-009's terms and conditions, shall have no force or effect and are hereby considered invalid. All other terms and provisions of the vendor's and/or subcontractors pre-printed terms and conditions documents that are not in conflict with the RFP shall apply hereto.

**SIGNATURE REQUIRED**

	2-11-09
VENDOR'S AUTHORIZED SIGNATURE	DATE
Jenny Lorenz	February 11, 2009
PRINTED NAME	Account Manager
	TITLE
Alexander Open Systems	
VENDOR'S COMPANY NAME	

SUBCONTRACTOR'S AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
SUBCONTRACTOR'S COMPANY NAME	

**C.2 OFFEROR CONTACT INFORMATION:**

If different from the information provided on the front page of the RFP, the offeror should provide all necessary contact information including the RFP Coordinator, Contract Coordinator if awarded a contract, payment address information, etc.

<b>RFP COORDINATOR CONTACT INFORMATION</b> <i>i.e. person to be contacted for questions and other coordination activities regarding the Vendor's proposal</i>	
<b>NAME:</b>	Jenny Lorenz
<b>JOB TITLE:</b>	Account Manager
<b>PHONE:</b>	573-441-5603
<b>FAX #:</b>	573-441-5610
<b>EMAIL:</b>	jlorenz@aos5.com

<b>CONTRACT COORDINATOR CONTACT INFORMATION</b> <i>i.e. person to be contacted for questions and other coordination activities regarding an awarded contract</i>	
<b>NAME:</b>	Jenny Lorenz
<b>JOB TITLE:</b>	Account Manager
<b>PHONE:</b>	573-441-5603
<b>FAX #:</b>	573-441-5610
<b>EMAIL:</b>	jlorenz@aos5.com

**C.3 EMPLOYEE BIDDING/CONFLICT OF INTEREST**

Vendors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the vendor and/or any of the owners of the vendor's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

Name and title of state employee, General Assembly member or statewide elected official: \_\_\_\_\_

Name of state agency where employed: \_\_\_\_\_

Percentage of ownership interest in vendor's organization held by state employee, General Assembly member or statewide elected official: \_\_\_\_\_ %

**C.4 LOCAL GOVERNMENT USE (COOPERATIVE PROCUREMENT):**

The offeror should indicate agreement/disagreement to participate in the State of Missouri's Cooperative Procurement Program as described herein.

Yes   X        No

## RFP OSCA 09-009

**EXHIBIT D**  
Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion

## Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Jenny Lorenz, Account Manager

\_\_\_\_\_  
Name and Title of Authorized Representative

  
\_\_\_\_\_  
Signature

2-11-09  
\_\_\_\_\_  
Date