



**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 SERVICES  
**JIM ROGGERO**  
DIRECTOR OF  
INFORMATION TECHNOLOGY  
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DEPUTY ADMINISTRATOR  
DIRECTOR OF COURT  
PROGRAMS AND RESEARCH  
**WALT FISCHER**  
DIRECTOR OF  
ADMINISTRATION  
AND BUDGET

PHONE (573) 751-4377

March 26, 2009

Mr. James Steinlage  
Choice Solutions  
10801 Mastin Blvd. Suite 900  
Overland Park, KS 66210

Dear Mr. Steinlage,

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

- 2.5.12 – Citrix Presentation Server
- 2.5.13 – VMware Virtual Center

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 09-009-02 has been assigned to Choice Solutions. Please refer to this contract number if corresponding with OSCA or through the cooperative procurement process with other state agencies to assist the contracts unit in working with your file. Thank you for your interest in working with OSCA in the future.

Sincerely,

  
Herb Conner  
Contracts Coordinator



Original

**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>James F. Steinlage</i>		DATE February 9, 2009
PRINTED NAME James F. Steinlage		TITLE President
Choice Solutions, LLC		
MAILING ADDRESS 7015 College Blvd STE 300		
CITY, STATE, ZIP Overland Park, KS 66211		
CONTACT PERSON Charles Shockey		TITLE: Principal Consultant
PHONE NO. 913-338-4950	FAX NO. 913-904-9062	E-MAIL ADDRESS cshockey@choicesolutions.com

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

ACCEPTED BY OFFICE OF STATE COURTS ADMINISTRATOR AS FOLLOWS: <i>ACCEPTED FOR THE FOLLOWING AREAS:</i> <i>2.5.12 and 2.5.13</i>		
Contract Number: <i>OSCA 09-009-02</i>	Contract Period: <i>MARCH 23, 2009 through MARCH 22, 2010</i>	
OSCA Contracts Coordinator <i>Herbert D. Conner Jr.</i>	DATE <i>3/26/09</i>	State Courts Administrator <i>Gregory J. Schaefer</i>

OSCA 09-009  
 OSCA Information Technology Temporary Services  
 AMENDMENT #002 TO RFP OSCA 09-009

OSCA 09-009

OSCA Information Technology Temporary Services

**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 65102

REQUEST FOR PROPOSAL

AMENDMENT # 002

RFP NO. OSCA 09-009

TITLE: IT Temporary Services

ISSUE DATE: January 21, 2009

CONTACT: Herb Conrad

PHONE NO.: (879) 633-2817

E-MAIL: herb.conrad@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 65102

CONTRACT PERIOD: Date of Award through One Year

**SIGNATURE REQUIRED**

Company Name	James F. Skeridge	Title	President
Company Address	Choice Solutions, LLC		
Company Address	4012 College Blvd STE 300		
Company Address	Overland Park, KS 66211		
Company Name	Choice Solutions	Title	Principal Consultant
Company Address	Choice Solutions, LLC		
Company Address	4012 College Blvd STE 300		
Company Address	Overland Park, KS 66211		
Company Name	Choice Solutions, LLC	Title	Principal Consultant
Company Address	Choice Solutions, LLC		
Company Address	4012 College Blvd STE 300		
Company Address	Overland Park, KS 66211		

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

OSCA Contract Coordinator	Michael J. Conrad	Date	3/26/09
OSCA Contract Number	OSCA 09-009-02	Contract Period	March 23, 2009 through March 23, 2010
OSCA Contract Number	OSCA 09-009-02	Contract Period	March 23, 2009 through March 23, 2010
OSCA Contract Number	OSCA 09-009-02	Contract Period	March 23, 2009 through March 23, 2010



**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  
 JEF FERSON CITY, MO 65109**

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

**SIGNATURE REQUIRED**

AUTHORIZED SIGNATURE <i>James F. Steinlage</i>		DATE February 9, 2009
PRINTED NAME James F. Steinlage		TITLE President
Choice Solutions, LLC		
MAILING ADDRESS 7015 College Blvd STE 300		
CITY, STATE, ZIP Overland Park, KS 66211		
CONTACT PERSON Charles Shockey		TITLE: Principal Consultant
PHONE NO. 913-338-4950	FAX NO. 913-904-9062	PHONE NO. 913-338-4950

**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

OSCA 09-009  
 OSCA Information Technology Temporary Services  
 AMENDMENT #001 TO RFP OSCA 09-009

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 65102

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

RETURN PROPOSAL TO:  
 OFFICE OF STATE COURTS  
 Attn: Contract Unit  
 2112 INDUSTRIAL DRIVE  
 JEFFERSON CITY, MO 65102

CONTRACT PERIOD: Date of Award through One Year  
 SIGNATURES REQUIRED

Signature	<i>James F. Stenigitz</i>
Name	James F. Stenigitz
Company	Choice Solutions, LLC
Address	1015 College Blvd Ste 300 Overland Park, KS 66211
Phone	913-430-4191
Fax	913-904-9983

Contract Number	
Contract Period	
State Courts Administrator	
OSCA Contract Number	



**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>James F. Steinlage</i>		DATE February 9, 2009
PRINTED NAME James F. Steinlage		TITLE President
Choice Solutions, LLC		
MAILING ADDRESS 7015 College Blvd STE 300		
CITY, STATE, ZIP Overland Park, KS 66211		
CONTACT PERSON Charles Shockey		TITLE: Principal Consultant
PHONE NO. 913-338-4950	FAX NO. 913-904-9062	PHONE NO. 913-338-4950

**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

CHOICE SOLUTIONS ACCEPTS ALL TERM AND CONDITIONS SPECIFIED IN OSCA 09-009 AND AMENDMENTS 001 AND 002 INCLUDING ALL LANGUAGE ADDED BY THOSE AMENDMENTS AND ACKNOWLEDGES SUCH BY MAJOR SECTION HEADINGS RETAINED BELOW BUT HAS REMOVED THE SECTION CONTENT EXCEPT WHERE AMENDMENT LANGUAGE AND SPECIFIC RESPONSES ARE REQUIRED IN ORDER TO SAVE PAPER AND REVIEW TIME AS SPECIFIED IN THIS RFP.

OFFICE OF STATE COURTS ADMINISTRATOR  
2112 INDUSTRIAL DRIVE  
JEFFERSON CITY, MO 65109  
REQUEST FOR PROPOSAL

CONTACT: Herb Conner  
PHONE NO.: (873) 822-2817  
E-MAIL: herb.conner@courts.mo.gov

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

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

RETURN PROPOSAL TO: OFFICE OF STATE COURTS ADMINISTRATOR  
Attn: Contact List  
2112 INDUSTRIAL DRIVE  
JEFFERSON CITY, MO 65109

CONTRACT PERIOD: Date of Award through One Year

SIGNATURE REQUIRED

DATE: February 9, 2009		SIGNATURE: James E. Stroh	
TITLE: President		NAME: James E. Stroh	
COMPANY: Choice Solutions LLC		ADDRESS: 701 S College Blvd STE 300	
CITY: Overland Park, KS 66207		PHONE: 913-338-4920	
TITLE: Principal Consultant		PHONE: 913-338-4920	

NOTICE OF AWARD (OSCA USE ONLY)

DATE:		OFFICE OF STATE COURTS ADMINISTRATOR	
TITLE:		NAME:	

## 1. INTRODUCTION

### 1.1 Purpose:

### 1.2 Pre-Proposal Conference:

### 1.3 Vendor's Contacts:

### 1.4 Background:

#### 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>.

#### 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.

#### 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.
- 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.

#### 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.

#### 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.

## 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:

## 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.

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

## 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.

## 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.
- 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.
  - 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.

## 2. CONTRACTUAL REQUIREMENTS

### 2.1 Contract Period:

### 2.2 Renewal Options:

### 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.

## 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)

- 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.
- 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.

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.

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.

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.

## 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.
  - b. OSCA shall have the right to refuse a temporary IT Specialist based on the results of the criminal history record search.
- 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.
- 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.
  - 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.
  - 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.
- 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.
- 2.4.10 If requested by OSCA, the vendor shall provide more than one temporary IT Specialist at a time.
- 2.4.11 The vendor's temporary IT Specialist shall be subject to the rules, regulations, and policies of OSCA.

## 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.

## 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.
- 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.

## 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>

- 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.

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.

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.

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.

- 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.

DELETED BY AMENDMENT #001

2.4.17

REVISED BY AMENDMENT #001

- 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.

**2.5 Technology Areas/Skill Sets**

## REVISED BY AMENDMENT #001

- 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.
- 2.5.12 **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.

## DELETED BY AMENDMENT #001

2.5.20

## ADDED BY AMENDMENT #001

- 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.

## REVISED BY AMENDMENT #001

- 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:****2.7 Vendor Liability:****2.8 No Actions, Suits, or Proceedings:****2.9 Warranty of Vendor Capability:****2.10 Insurance:****2.11 Vendor Status:****2.12 Subcontractors:**

**2.13 Termination:****2.14 Assignment:****2.15 Cooperative Procurement:****REVISED BY AMENDMENT #001**

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.

**2.16 Coordination:****2.17 Property of State/Confidentiality:****2.18 Substitution of Personnel:****2.19 Prohibitive Hiring:****2.20 Transition:****2.21 Contract Extension:****2.22 Entire Agreement:****3. Bid Submission Information****3.1 Submission of Bids****REVISED BY AMENDMENT #001**

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.

## 3.2 Evaluation Process

### REVISED BY AMENDMENT #001

- 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.
- 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.**

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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 |
- 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.
- 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.
- 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.
- 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:
- 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.

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

- 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.

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.

- 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.

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)

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.

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).

### 3.3 Contract Award

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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.

## 4 PERFORMANCE REQUIREMENTS

### 4.1 General Requirements:

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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.

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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.

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

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- 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.

**4.2 Other Vendor Requirements:**

**4.3 Invoicing and Payment:**

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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.
- 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.
- 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.

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.

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

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.

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4.3.8

## 5. VENDOR'S INSTRUCTIONS AND REQUIREMENTS

### 5.1 Preparation and Submission of Proposals:

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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.

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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.
- 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.**
- 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.
- 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.

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.

**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 a 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 a 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.





**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>4</u> %	OR	original price - _____%
Second Renewal Period:	original price + <u>8</u> %	OR	original price - _____%
Third Renewal Period:	original price + <u>12</u> %	OR	original price - _____%
Fourth Renewal Period:	original price + <u>16</u> %	OR	original price - _____%
Fifth Renewal Period:	original price + <u>20</u> %	OR	original price - _____%

Contract(s)	Applicable Date of	Prime or Subcontractor	Contact Name	Contact Phone Number	Contact Title	Contact Email Address	System/Program/Module
	April 14-18, 2008		Jim Davidson	(270) 751-4377			System/Program/Module

## RFP OSCA 09-009

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

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

REFERENCES			
Contracting Organization Name:	OSCA		
Mailing Address:	3425 W. Truman Blvd. JEFFERSON CITY, MO 65109		
Contact Name:	Jim Davenport	Contact Title:	SystemsOperations Mgr
Contact Phone Number:	(573) 751-4377	Contact Email Address:	<a href="mailto:jim.davenport@courts.mo.gov">jim.davenport@courts.mo.gov</a>
Applicable Dates of Contract(s)	December 17-21 <sup>st</sup> , 2007	Prime or Subcontractor Role? If prime, identify subcontractors utilized under this contract.	Prime, no subs
Brief Description of Prior/Current Services Performed:	<ul style="list-style-type: none"> <li>-Review OSCA's current Citrix Server Farm Build</li> <li>-Knowledge Transfer and Best Practice Recommendations with OSCA staff</li> <li>-Support and Assistance on the Installation and Configuration of RSA Secure ID w/ Citrix Access Gateway</li> <li>-Choice Solutions Best Practice Citrix Server Build Document (400+Pages)</li> <li>-Choice Solutions Citrix Consulting Services – Best Practice Installation Support and Deployment Assistance</li> </ul>		

REFERENCES			
Contracting Organization Name:	OSCA		
Mailing Address:	3425 W. Truman Blvd. JEFFERSON CITY, MO 65109		
Contact Name:	Jim Davenport	Contact Title:	SystemsOperations Mgr
Contact Phone Number:	(573) 751-4377	Contact Email Address:	<a href="mailto:jim.davenport@courts.mo.gov">jim.davenport@courts.mo.gov</a>
Applicable Dates of Contract(s)	April 14-18 <sup>th</sup> , 2008	Prime or Subcontractor Role? If prime, identify subcontractors utilized under this contract.	Prime, no subs
Brief Description of Prior/Current Services Performed:	Choice Solutions VMware Infrastructure 3 – A Five-Day, Hands-on Technical Workshop		

REFERENCES			
Contracting Organization Name:	OSCA		
Mailing Address:	3425 W. Truman Blvd. JEFFERSON CITY, MO 65109		
Contact Name:	Jim Davenport	Contact Title:	SystemsOperations Mgr
Contact Phone Number:	(573) 751-4377	Contact Email Address:	<a href="mailto:jim.davenport@courts.mo.gov">jim.davenport@courts.mo.gov</a>
Applicable Dates of Contract(s)	June 2-6 <sup>th</sup> , 2008	Prime or Subcontractor Role? If prime, identify subcontractors utilized under this contract(s), if any.	Prime, no subs
Brief Description of Prior/Current Services Performed:	Choice Solutions Mastering Citrix Presentation Server 4.x - Five-Day, Hands-on Technical		

- 2) Choice Solutions received high performance marks from IT management and staff at project closure, in project written evaluations and in subsequent follow-up meetings with staff and management.
- 3) Choice Solutions was engaged to provide training and technical assistance which was customized to customer needs and direction and addressed undocumented field conditions and performed all duties to full satisfaction of IT management and staff.

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

1) Choice Solutions:

- a) Is a financially stable with multiple tier 1 vendor relationships and annual revenues of \$20MM.
- b) Has its Headquarters and primary technical staff and infrastructure in suburban Kansas City with other data center resources in Wichita, KS. We are a Midwest regional entity covering the states of Missouri, Kansas, Nebraska, Iowa, Colorado, Arkansas, Oklahoma and Texas with offices located in Kansas City, Dallas, Wichita and Cedar Rapids.
- c) Choice Solutions currently employs dozens of consultants of various specialties and over 70 employee’s total. Only our 4 Architect Level consultants for Citrix and VMware are being proposed for this contract. All are employees and no subcontractors are planned for this project.

- 2) Enterprise infrastructure services for clients throughout the Midwest.
- 3) Choice Solutions has provided IT Temporary Services as described in the references above.
- 4) Choice Solutions has provided public sector Information Technology Temporary contract services to dozens of entities ranging from local and state governments and educational entities and federal agencies such as the Department of the Navy in the past five (5) years. Our largest recent clients include the Blue Valley and Papillion School Districts, the cities of Overland Park and Lenexa, the Unified Government of Kansas City Kansas, the State of Kansas and United

States Department of Agriculture. Projects have included Microsoft Infrastructure and ECM (SharePoint), VMware/Citrix/Microsoft Virtualization (Server and Desktop), Citrix Infrastructure, Telecommunications LAN/WAN Infrastructure and Optimization and other related infrastructure consulting services.

- 5) Hundreds of client success case studies and testimonials can be seen at <http://www.choicesolutions.com>.

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

REVISED BY AMENDMENT #001

- 1) Choice Solutions is proposing ONLY Architect Level Consultants all of whom EXCEED the qualifications specified in the RFP including EXCEEDING (1) the *guaranteed* minimum number of years of experience, (2) the *guaranteed* minimum educational experience qualifications, AND (3) the *guaranteed* minimum professional certifications.
- 2) Choice Solutions is one of only two regional Citrix Platinum Solution Advisors, the highest technical certification category an advisory consultant can achieve. Choice Solution's lead consultant is also a member of the very select Partner Technical Expert Council (PERT), one of only 12 members worldwide, who are nominated by field and development technical personal due to their outstanding expertise. As a PERT Member, he provides input and receives pre-disclosure on Citrix product development and implementation strategy for Choice Solutions. Choice Solutions is also a member of the Channel Advisory Council. Choice Solutions has held positions on both elite Councils consistently for over a decade in recognition of outstanding achievement in product consulting for Citrix nationwide. Choice Solutions is also an Authorized Training Partner for Citrix products.
- 3) Choice Solutions was designated as one of VMware's first Premier Authorized Consulting Partners in recognition of outstanding consulting expertise and achievement since 2003. Choice Solutions has also achieved the status of Enterprise Consulting Partner (VIP program) in recognition of its achievement in architecting and deploying a number of successful complex large scale deployments. Choice Solutions is also an Authorized Training Partner for VMware products.

**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

	January 9, 2009
VENDOR'S AUTHORIZED SIGNATURE	DATE
James F. Steinlage PRINTED NAME	President TITLE
Choice Solutions, LLC VENDOR'S COMPANY NAME	

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

**C.2 OFFEROR CONTACT INFORMATION:**

**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 \_\_\_ No X

DATE	SIGNATURE
PRINTED NAME	PRINTED NAME
VENDOR'S COMPANY NAME	

DATE	SIGNATURE
PRINTED NAME	PRINTED NAME
SUBCONTRACTOR'S COMPANY NAME	

## 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.

James F. Steinlage, President  
Name and Title of Authorized Representative

*James F. Steinlage*  
Signature

February 9, 2009  
Date



*"Increasing Our Clients'  
Efficiencies Through  
Innovative Technology"*

February 9, 2009

Original

Choice Solutions is pleased to provide the enclosed proposal for temporary IT consulting services for Citrix and VMware in response to OSCA RFP 09-009 including Amendments #001 and #002 to that RFP. All hard and softcopies are enclosed as specified in the Request for Proposal.

**Executive Summary:**

- Choice Solutions has already conducted three recent and highly successful engagements for Citrix and VMware related technologies with OSCA which can be validated with OSCA IT staff and management responsible for these technologies.
- Choice Solutions has long and distinguished relationships with both Citrix and VMware and is recognized as a pioneering partner and leading expert in both technology suites.
- Choice Solutions has not only achieved the highest level service and sales certifications for both Citrix and VMware but enjoys elite status as a member of their engineering advisory councils and as a publisher of numerous articles and leading technical manuals on these technologies.
- Choice Solution's engineers have decades of hands on field experience which enables us to provide the highest levels of design, implementation, training and ongoing technical support for Citrix and VMware.
- Having hundreds of customers using these technologies, Choice Solutions has an intimate knowledge of the processes and best practices which are required to achieve success when architecting and deploying Citrix and VMware.
- As an innovator in the delivery of advanced infrastructure technologies in the Midwest for over 20 years, Choice Solutions possesses the unique qualifications and unsurpassed track record of success to deliver superior information technology solutions to our public and private sector enterprise clients.
- Our mission in the delivery of all of our services is to exceed your expectations.

Respectfully submitted,

A handwritten signature in blue ink that reads "Charles E. Shockey".

Charles E "Chip" Shockey  
Principal Consultant, Public Sector Services  
OSCA RFP 09-009 RFP and Contract Coordinator