



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

**REQUEST FOR PROPOSAL**

**RFP NO. OSCA 09-003  
TITLE: IT Consulting Services  
ISSUE DATE: July 1, 2008**

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

**RETURN PROPOSAL NO LATER THAN: July 30, 2008 AT 5:00 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: HERB CONNER  
2112 INDUSTRIAL DRIVE  
JEFFERSON CITY, MO 65109**

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

**SIGNATURE REQUIRED**

AUTHORIZED SIGNATURE		DATE
PRINTED NAME		TITLE
AGENCY NAME		
MAILING ADDRESS		
CITY, STATE, ZIP		
CONTACT PERSON		TITLE:
PHONE NO.	FAX NO.	E-MAIL ADDRESS

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

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

## **1. INTRODUCTION**

### **1.1 Purpose:**

- 1.1.1 This document constitutes a request for sealed proposals from prospective offerors to establish an Office of State Courts Administrator (OSCA) contract(s) for the provision of providing skilled information technology consulting services, to include, but not limited to development, configuration and training as specified herein for various judicial offices located throughout the state of Missouri on an as needed, if needed basis in accordance with the requirements and provisions stated herein.
- 1.1.2 The resulting contract shall be construed as a preferred use contract, which means the Office of State Courts Administrator should use the contract for the services specified herein, if such services are needed. The Office of State Courts Administrator reserves the right to conduct a separate procurement process(es) to establish a contract(s) for the same or similar services for any specific project and/or to continue to utilize valid existing consulting services contracts, if determined to be in OSCA's best interests.

### **1.2 Pre-Proposal Conference:**

- 1.2.1 A pre-proposal conference regarding this Request for Proposal will be held on **Tuesday, July 15, 2008, at 9:00 a.m., in Conference Room A of the Alameda Building,** 121 Alameda Street, Jefferson City, Missouri. It is anticipated that the conference duration will be approximately three (3) hours.
- 1.2.2 All potential offerors are encouraged to attend the pre-proposal conference in order to ask questions and provide comments on the RFP. Attendance is not required in order to submit a response; however, offerors are encouraged to attend since information relating to this RFP will be discussed in detail. Offerors should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.
- 1.2.3 Offerors are strongly encouraged to advise the Office of State Courts Administrator, Contracts Unit within five (5) working days prior to the scheduled pre-proposal conference of any special accommodations needed for persons with disabilities who will be attending the conference so that these accommodations can be made.

### **1.3 Offeror's Contacts:**

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

### **1.4 Background:**

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

- a. The Office of State Courts Administrator architecture information can be found at <http://www.courts.mo.gov/file/InfrastructureStandards%20November%202007.pdf>. The site also contains information for contacting the OSCA's architecture program staff.

## **1.5 Additional Information:**

- 1.5.1 The Office of State Courts Administrator operating systems are primarily Windows 2003 for servers and Windows XP/Windows 2000 for workstations. All services will be delivered in this environment.
- 1.5.2 Services will typically be provided on-site at OSCA's facility in Jefferson City, Missouri. Contracted staff will work under the direction of an assigned OSCA Information Technology staff member.
- 1.5.3 Due to the wide range of technologies, it is expected that the contract will be awarded to multiple vendors.
- 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 services contracts.
- 1.5.5 Vendors may provide bids in one or more of the technology areas listed below. It is NOT required that a single vendor provide bids for all technologies listed. For each technology area being bid the vendor shall clearly state the specific technology area (as defined in 2.4), the skill level(s) of contracted staff (see 1.6.7), and the pricing structure. Vendors should also state brief background and experience in delivering the specified technology services.
- 1.5.6 Prices must be quoted as an hourly rate only. Any additional expenses expected to be incurred such as travel and lodging for its contracted staff should be in accordance with the OSCA Contractor Travel Policy. 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 areas X and Y, then X may have one pricing structure and Y may have another.
- 1.5.7 Contractors that offer volume discounts should provide those rates on the pricing page.
- 1.5.8 Vendors must provide bids for skill levels pertaining to each technology area being bid. There will be three (3) pricing structures for each technology area to allow flexibility in pricing for different levels of experience. The three skill levels are defined as:
  - a. Junior – less than two years experience in the technology area
  - b. Senior – two to four years experience in the technology area
  - c. Architect – four years or more in the technology area
- 1.5.9 While OSCA anticipates that contracted staff will be working on-site at its Jefferson City facility, those vendors who wish may provide an alternate pricing structure if contracted staff are working at a non-OSCA site. 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.

## **2. CONTRACTUAL REQUIREMENTS**

### **2.1 Contract Period:**

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

### **2.2 Renewal Options:**

- 2.2.1 The Office of State Courts Administrator shall have the right, at its sole option, to renew the contract for five (5) additional one-year periods or any portion thereof. In the event the Office of State Courts Administrator exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 2.2.2 If the option for renewal is exercised by the Office of State Courts Administrator, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price and/or percent of increase for the applicable renewal period stated on the Pricing Page of the contract.
- 2.2.3 If renewal prices and/or percentages are not provided, then prices during renewal periods shall be the same as during the original contract period.
- 2.2.4 The Office of State Courts Administrator does not automatically exercise its option for renewal based upon the maximum price increase and reserves the right to offer or to request renewal of the contract at a price less than the maximum percent of increase stated.

### 2.3 Price:

- 2.3.1 All prices shall be as indicated on the Pricing Pages in Exhibit A. 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.

### 2.4 Technology Areas/Skill Sets

- 2.4.1 The vendor shall provide qualified staff on an as-needed basis with the necessary skills in one or more of the following technology 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.
- 2.4.2 **Advantage: Gen** (v6.5) The developer must be experienced in developing GUI reporting solutions using Advantage: Gen with Report Composer (see 2.4.3) and Crystal Reports (see 2.4.4).
- 2.4.3 **Report Composer** (v6.0) The developer will use this product in conjunction with Advantage: Gen (see 2.4.2) and Crystal Reports (see 2.4.4).
- 2.4.4 **Crystal Reports** (v5 through XI) The developer will use this product in conjunction with Report Composer (see 2.4.3).
- 2.4.5 **Oracle Database Administration** (9i / 10g) Oracle database administrators should be experienced with managing multiple databases concurrently in an enterprise utilizing management software such as Oracle's Enterprise Manager and/or GRID.
- 2.4.6 **Oracle Developer 2000 / Oracle Forms** (6i) The developer must be experienced with developing Oracle Forms that interact with Oracle 9i databases. Expertise required using PL/SQL (see 2.4.7).
- 2.4.7 **Oracle PL/SQL** (9i / 10g) The developer must be proficient in writing functions, procedures, and packages targeting Oracle 9i and 10g databases.
- 2.4.8 **IBM Websphere Application Server (WAS) Administration** (v6.1) WAS administrators must be experienced with scaled architectures (both horizontal and vertical scaling), WAS Network Deployment (ND), administration using both the GUI and command-line interfaces, and automating administration tasks using Jython and the Application Server Toolkit.
- 2.4.9 **IBM Rational Software Architect (RSA)** (v7.0.0.3) Java development (see 2.4.14), rule development (see 2.4.15).
- 2.4.10 **COGNOS / ReportNet** (v1.1 MR3)

- a. Server Administration
  - b. Framework Administration
  - c. Powerplay / Cube Development
  - d. Report Development
- 2.4.11 **IBM Lotus Notes Domino Administration** (R7) Domino administrators must be experienced with managing multiple servers, multiple domains, SMTP, and Sametime. Domino administrators must also be experienced with using enterprise management tools such as Domino Administrator.
- 2.4.12 **IBM Lotus Notes Application Development** (R7) Notes application developers must be experienced in formula language, LotusScript, and JavaScript and development in both the Notes client and Web client.
- 2.4.13 **XML Schema** Staff must have the ability to create/read an XML schema and XSLT. Familiarity with GJXDM (Global Justice XML Data Model) and/or NIEM (National Information Exchange Model) is desirable.
- 2.4.14 **JAVA** Staff must have experience with Java development using RSA (see 2.4.9). Experience with, but not limited to, Spring, EJB3 and RCP. Staff may be required to design and implement solutions using emerging technologies such as, but not limited to, the following:
- a. Eclipse
  - b. BIRT
  - c. Jasper
  - d. Rules Engines
  - e. JSON (Javascript Object Notation)
  - f. Struts 1.3.8 framework
  - g. Spring 2.0.6 framework (used as a true framework, not just a component)
  - h. Display tags
  - i. iBatis
  - j. Spring JNDITemplate
  - k. Spring JDBCTemplate
  - l. Threading (application deployed in a clustered environment)
  - m. Use DAO pattern
  - n. CVS for version control
  - o. AJAX (Javascript library – prototype 1.5.11)
  - p. Web Services
  - q. XML
  - r. UML
- 2.4.15 **ILog/JRules** (v6.6.2) development using RSA interface (see 2.4.9). Administration (rule execution server, rule team server), training (rule development / administration). It is highly desirable that staff have experience in implementing solutions following the design patterns put fourth by the "Gang of Four".
- 2.4.16 **Web Services** – Staff must have experience building Web services to receive documents, parse the contained XML, and persist the data into Oracle databases. Web services must have been built based on open industry standards (e.g. Axis2, SOAP, WSDL) and have incorporated some type of return message upon receipt of a valid submission. Staff must have knowledge with WS-Security, WS-Addressing, WS-Policy and SAAJ. Familiarity with GJXDM (Global Justice XML Data Model) and/or NIEM (National Information Exchange Model) is desirable.
- 2.4.17 **Citrix Presentation Server** (v4.5) – Staff should design, implementation and support including Citrix Access Gateways.
- 2.4.18 **VMware Virtual Center** (v2.5) – Staff should design, implementation and support including all infrastructure-related technologies.

- 2.4.19 **CISCO Technology Tier 1 SME (core): Technical Services for Routing and Switching** General technical assistance to aid Customer with Cisco's Routing and Switching products and technology. The typical skill set or capabilities of the Cisco personnel providing assistance to Customer under this service is as follows:
- Cisco Certified Internet Expert (CCIE) ® or equivalent skills
  - Ability to analyze core routing and switching networking services requirements
  - In-depth knowledge of designing complex routing and switching networks
  - Expertise with Cisco software features and functionality
  - Experienced with configuring routing and switching devices
  - Comprehensive understanding of all IP protocols
  - Ability to conduct training and one-to-one mentoring concerning routing and switching technology
- 2.4.20 **CISCO Technology Tier 2 SME Advanced Technologies (AT)-Unified Communications, Wireless, Security, Data Center, Application, SAN, Operations and Emerging Technologies (ET)–Telepresence** General technical assistance to aid with Cisco's Advanced Technologies (AT) or Emerging Technologies (ET) products and technology. The typical skill set or capabilities of the Cisco personnel providing assistance to Customer under this service is as follows:
- Cisco Certified Internet Expert (CCIE) ® or equivalent skills associated with the designated AT or ET
  - In-depth knowledge concerning the designated AT or ET
  - Expert-level Internet working experience with troubleshooting in a large-scale network environment
  - Large-scale network design experience
  - Basic understanding of designated AT or ET planning and design protocols
  - Ability to plan, implement, and troubleshoot AT or ET
  - Ability to define and/or analyze networking services requirements
  - In-depth knowledge of network management, network availability, and capacity planning
  - Strong understanding of all current pervasive technologies and good understanding of advanced technologies
  - Expertise with Cisco software features and functionality associated with the AT or ET
- 2.4.21 **SAS (v9.1.3)** Staff experience should include using SAS to access data in Oracle 9i / 10g databases. OSCA currently owns licenses for the following SAS software:
- Base SAS Software
  - SAS/ACCESS Interface to ODBC / PC Files
  - SAS/ASSIST
  - SAS/FSP
  - SAS/GRAPH
  - SAS/STAT
- 2.4.22 **SPSS (v16)** Staff should be proficient in the setup and use of SPSS in a Windows XP environment. Experience should include use of the SPSS Regression Module.
- 2.4.23 **ArcGIS** – Staff should have experience with the following modules:
- ArcGIS Desktop
  - ArcGIS Explorer
  - ArcGIS Server
  - ArcGIS Online
  - Mobile GIS
- 2.4.24 **Advanced Network Troubleshooting**  
An individual with CNX, GEDI ,and/or SCP certification who is proficient in using a network analyzer to troubleshoot networks in switched, Fast Ethernet, Wireless, Gigabit Ethernet and TCP/IP environments. Individual will:

- a. Capture & Analyze Network Traffic
- b. Baseline Network
- c. Create Display & Capture Filters, Offset Filters, Frame Slicing
- d. Delve into Configuration of Bridges, Routers, Switches
- e. Set Triggers
- f. Instruct IT Personnel While Troubleshooting
- g. Submit Report of Findings

#### 2.4.25 **Data Center Design and Facility Cooling**

Evaluate the design and cooling requirements of the data center and surrounding facilities, estimate the cost to make modifications and perform the modifications required.

2.4.26 **Other Technology Areas** Future services may be needed for other technology areas not specifically defined, but related to, the technology areas defined above. Vendors may define other specific technology areas and/or provide bids for general consulting services in these and related technologies.

2.4.27 Note that items 2.4.2, 2.4.3 and 2.4.4 are used collectively to develop an application called 'OSCA Reports' for creation of custom in-house reports.

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

### 2.5 **Payments:**

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

### 2.6 **Contractor Liability:**

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

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

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

### 2.7 **No Actions, Suits, or Proceedings:**

2.6.1 The contractor must warrant that there are no actions, suits, or proceedings, pending or threatened, that will have a material adverse effect on the contractor's ability to fulfill its obligations under the contract. The contractor must further warrant that it will notify the Office of State Courts Administrator

immediately if the contractor becomes aware of any action, suit, or proceeding, pending or threatened that will have material adverse effect on contractor's ability to fulfill the obligations under the contract.

## **2.7 Warranty of Contractor Capability:**

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

## **2.8 Insurance:**

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

2.8.2 Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the Office of State Courts Administrator, its employees, its clients, and the public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance coverage shall include general liability and appropriate professional liability. The contractor shall provide written evidence of the insurance to the Office of State Courts Administrator Office of Administration upon written request. The evidence of insurance shall include, but shall not necessarily be limited to: effective dates of coverage, limits of liability, insurer's name, policy number, endorsement by representatives of the insurance company, etc. Evidence of self-insurance coverage or of another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable. The evidence of insurance coverage must be submitted within five (5) business days upon receipt of written request for such by the Office of State Courts Administrator. The contract number must be identified on the evidence of insurance coverage. In the event the insurance coverage is canceled, the Office of Administration must be notified immediately.

## **2.9 Contractor Status:**

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

## **2.10 Subcontractors:**

2.10.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the Office of State Courts Administrator and to ensure that the Office of State Courts Administrator is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the Office of State Courts Administrator and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall

in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain the approval of the Office of State Courts Administrator prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

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

**2.11 Termination:**

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

**2.12 Assignment:**

- 2.12.1 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.
- 2.12.2 Consent to Assignment shall only be granted when the assignee agrees to be bound by all of the terms and conditions of the contract agreement. Any assignment of moneys shall be void and ineffective to the extent that such assignment attempts to impose upon the Office of State Courts Administrator obligations to additional payment of such moneys, or to preclude the Office of State Courts Administrator from dealing in all matters pertaining to the contract agreement including, but not limited to, the negotiation of amendments or the settlement of charges due.

**2.13 Cooperative Procurement:**

- 2.13.1 If the contractor has indicated agreement in Exhibit D with participation in the Cooperative Procurement Program, the contractor shall provide IT Consulting Services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (67.360 RSMo, which is available on the internet at: <http://www.moga.mo.gov/statutes/c000-099/0670000360.htm>.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the Office of State Courts Administrator bears no financial responsibility for any payments due the contractor by such governmental entities.

**2.14 Coordination:**

- 2.14.1 The contractor shall fully coordinate all contract activities with the assigned OSCA IT Project Manager. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the OSCA IT Project Manager as defined in the PAQ throughout the effective period of the contract.

**2.15 Property of State/Confidentiality:**

- 2.15.1 All reports, documentation, and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the Office of State Courts Administrator. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and

that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the Office of State Courts Administrator. Upon expiration, termination, or cancellation of the contract, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall become the property of the Office of State Courts Administrator.

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

## **2.16 Substitution of Personnel:**

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

## **2.17 Prohibitive Hiring:**

2.17.1 The contractor and the contractor's subcontractor(s) shall not hire any current information technology employee of the Office of State Courts Administrator for work on the project identified in this RFP for a period of not less than six (6) months prior to their date of employment with the contractor or contractor's subcontractor(s) (unless the individual has retired in accordance with the State of Missouri's retirement program, or otherwise dismissed) without the prior written approval of the applicable Office of State Courts Administrator's Information Technology Director or other designated official. It is agreed between the parties that the contractor shall obtain the required approval before contacting any described information technology employee for the purposes of possible employment.

## **2.18 Transition:**

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

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

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

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

2.18.5 The contractor shall not accept new assignments under the terms of the contract, on the date specified by the Office of State Courts Administrator, in order to insure the completion of such service prior to the expiration of the contract.

## **2.19 Contract Extension:**

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

## **2.20 Entire Agreement:**

2.20.1 A binding contract shall consist of: (1) the RFP, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including the contractor's BAFO, (3) clarifications of the proposal, if any; and (4) Office of State Courts Administrator (OSCA)'s acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

2.20.2 The Office of State Courts Administrator shall not sign or execute any additional contract, license, or other agreements containing contractual terms and conditions as a result of this procurement. Agency and/or Cooperative Procurement (if applicable) End Users of the contract may place orders under this contract in accordance with the stated procedures, provided such orders do not change the contract terms and conditions. Under no circumstances may a PAQ issued under the contract agreement change or modify any of the terms, conditions, and provisions of the contract.

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

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

2.20.5 Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Office of State Courts Administrator 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 from the Office of State Courts Administrator, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

## **3 PERFORMANCE REQUIREMENTS**

### **3.1 General Requirements:**

3.1.1 The contractor shall provide skilled information technology consulting services to the Office of State Courts Administrator (hereinafter referred to as "OSCA") in accordance with the terms and conditions defined herein.

- 3.1.2 The resulting contract(s) are for the provision of consulting services only. No hardware and/or software products are to 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.
- 3.1.3 The goal of this RFP is to provide OSCA with a list of services, skill levels, and pricing structures for the various technologies listed in paragraph 2.4. Specific future deliverables will be determined separately on an as needed, case-by-case basis through a Project Assessment Quotation (herein after referred to as a PAQ) process.
- 3.1.4 The contractor shall provide all services on an as needed, if needed basis.
- 3.1.5 The Office of State Courts Administrator shall not guarantee any minimum or maximum amount of the contractor's services that may be required under the contract.
- 3.1.6 When the contractor is requested to perform services on-site at a judicial facility, the work performed must occur during the normal business hours, unless the OSCA has otherwise authorized after-hours access for the contractor. It shall be at the OSCA's sole discretion as to allow the contractor's staff any after-hours access to the judicial facility.
- 3.1.7 No overtime payment shall be allowed. Compensation for the contractor shall only be made pursuant to the hourly rates specified in Exhibit A in accordance with the total PAQ price.
- 3.1.8 Upon request from the Office of State Courts Administrator for a particular personnel classification, the contractor shall provide resume(s) of available consultants. The contractor shall understand and agree that any employee of OSCA requesting services under the contract shall reserve the right to accept or reject any of the contractor's consultant(s).
- 3.1.9 It is highly desirable that all consultants possess adequate levels of education and have an acceptable amount of experience in their proposed areas of expertise as defined in paragraph 1.6.7.
- 3.1.10 All of the contractor's consultants providing services to the state must be authorized to work in the United States in accordance with applicable federal and state laws and regulations.
- 3.1.11 Offshore services shall not be provided under the resulting contract(s).
- 3.1.12 The Office of State Courts Administrator shall reserve the right to request and the contractor shall provide immediate replacement of any of the contractor's consultant(s) providing services under the contract if deemed to be in the best interests of the Office of State Courts Administrator.
- 3.1.13 The contractor's repeated failure to provide personnel from a proposed personnel classification when requested by OSCA shall constitute a material breach of the contractor's obligations, which may result in cancellation of the contract, at the Office of State Courts Administrator's sole option. Additionally, the contractor's repeated failure to respond affirmatively to OSCA requests for consulting services in a particular category(ies) of service without reasonable basis as solely determined by the Office of State Courts Administrator shall also constitute a material breach of the contractor's obligations which may result in cancellation of the contract, at the OSCA's sole option.
- 3.1.14 The contractor's consulting services must be available to be provided both on-site at the Office of State Courts Administrator's location and off-site at the contractor's facility. The Office of State Courts Administrator shall specify whether requested services must be provided on-site, off-site, or a combination thereof. It is anticipated that most Office of State Courts Administrator consulting service needs shall require on-site services.
- 3.1.15 On-site services shall be defined as a project engagement where the contractor's staff is performing work in a Office of State Courts Administrator provided facility.

- 3.1.16 If the contractor's services are requested to be provided on-site at the judicial facility, the Office of State Courts Administrator will provide adequate workspace (as determined by the OSCA) for the contractor's staff and the OSCA shall be responsible for providing necessary office equipment, access to a telephone, necessary computer/communications access, and project-specific software and desktop suite software if specified by OSCA as a project requirement. (Note: The contractor shall be responsible for costs associated with licensing software tools that may be necessary to perform a particular consulting service – e.g. project management software tools needed when performing project management consulting services. However, any software used should be the same as or compatible with the software used by OSCA for which the work is being performed.) If available and necessary, OSCA may provide limited clerical support and supplies and printing facilities.
- 3.1.17 Off-site services shall be defined as a project engagement where the contractor's staff is performing work away from an OSCA facility.
- 3.1.18 The contractor's off-site facility(ies) available under the contract must be located within the continental United States. No travel expenses shall be charged or assessed to the Office of State Courts Administrator for any off-site consulting services. It is desirable the contractor have an off-site facility in Jefferson City, Missouri.
- 3.1.19 Upon initiation of engagement, the contractor 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.
- 3.1.20 It is highly desirable the contractor ensure all consultants provided under the contract receive ongoing training in the applicable disciplines and areas of expertise. The contractor must not rely upon or expect the Office of State Courts Administrator to provide such for the contractor's consultants.
- 3.1.21 The contractor must function as the single point of contact for the state, regardless of any subcontract arrangements. This shall include assuming responsibility and liabilities for all problems relating to all services provided.
- 3.1.22 In accordance with RFP paragraph 2.10, the contractor must represent himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the Office of State Courts Administrator. Consequently, the contractor shall understand and agree the individual consultants provided by the contractor shall not be utilized on any project in such a manner that conflicts with U.S. Internal Revenue Service and/or U.S. Department of Labor laws and regulations pertaining to distinctions between employees and contractors.
- 3.1.23 The contractor's consultants shall work under the direction of the contractor's management.
- 3.1.24 The contractor shall understand and agree the individual consultants provided by the contractor shall only be utilized for project-specific work. Contractors are in no way to be considered as OSCA staff and as such, cannot serve in similar or comparable capacities.

## **3.2 Reporting Requirements:**

- 3.2.1 If required by the OSCA Information Technology Division, the contractor must complete an architecture compliance review for solutions proposed. If needed, such services will be part of the OSCA PAQ request. The review will address the impact, both operational and fiscal, on the agency and the State as an enterprise. Impact will specifically address the impact of compliance with the architecture and that of varying from the architecture. The results of any such architecture compliance review must be submitted in writing to the Office of State Courts Administrator, Director, Information Technology Division.

- 3.2.2 If requested by the Office of State Courts Administrator, the contractor shall provide a written report that contains the findings and recommendations to the Office of State Courts Administrator as they relate to each request. The contractor's report shall include, but not necessarily limited to, the following:
- a. Brief summary of the purpose and direction of Office of State Courts Administrator's request as interpreted by the contractor;
  - b. Summary of documentation provided by the Office of State Courts Administrator and reviewed by the contractor;
  - c. Summary of assumptions under which the review was conducted;
  - d. Summary of the areas of the Office of State Courts Administrator's request which may require further clarification or study;
  - e. Summary of available alternative solutions;
  - f. Overall cost presentation on the potential impact of alternative solutions;
  - g. Recommendation on a course of action or a set of activities that the Office of State Courts Administrator should consider relative to proceeding in a certain direction;
  - h. Additional information as requested by the Office of State Courts Administrator.

### **3.3 Other Contractor Requirements:**

- 3.3.1 In accordance with paragraph 9c of the attached Terms and Conditions Request for Proposal, **before providing work on any project**, the contractor must receive a properly authorized Purchase Order.
- 3.3.2 If applicable, all programmers provided by the contractor must adhere to and use programming standards and documentation conventions of the Office of State Courts Administrator.
- 3.3.3 The Office of State Courts Administrator shall reserve the right to cancel any work assignment (under a PAQ) by providing the contractor with five working days' advance notice.
- 3.3.4 The contractor shall agree that all materials developed during a given project are the property of the Office of State Courts Administrator, and must be turned over to the Office of State Courts Administrator upon completion of each specific task assignment.
- 3.3.5 Prior to the contractor beginning any work on a project, the Office of State Courts Administrator and the contractor shall jointly prepare and sign a listing which itemizes all state property that has been checked out to the contractor. The contractor shall return all keys, unused supplies, other project-related materials, and any other state property to the Office of State Courts Administrator upon completion of each project.

### **3.4 Project Assessment Quotation:**

- 3.4.1 Project Assessment Quotations: The contractor shall understand and agree that the Office of State Courts Administrator shall utilize the Project Assessment Quotation (PAQ) as a means (1) to identify the specific tasks to be performed and (2) to mutually agree upon the total price to be paid to the contractor upon completion of the specified tasks. The PAQ process shall occur in a controlled sequence of proposals and approvals by OSCA's designated Project Director as outlined below.
- 3.4.2 The contractor shall understand and agree that the general protocol for PAQ workflow shall be as described below:

**a STEP 1: PAQ REQUEST**

The OSCA's designated Project Director will present a written request for each PAQ to the contractor, in a standard format similar to Attachment 1, Request for Project Assessment Quotation. The OSCA's request must explain the scope of the project and the tasks OSCA desires the contractor to perform, including applicable business and technical specifications. Additionally, the Office of State Courts Administrator will specify whether the work must be performed on-site or off-site.

**b. STEP 2: DRAFT PAQ**

The contractor must respond (within a prescribed number of days mutually agreed upon by the Office of State Courts Administrator and the contractor) to each such PAQ request from OSCA's designated Project Director with a draft PAQ which provides a statement of cost (based upon the hourly rates specified on the pricing pages) and time, technical and strategic alternatives, and solution recommendations.

**c. STEP 3: APPROVAL OF DRAFT PAQ**

If the draft PAQ is approved by OSCA's designated Project Director, the contractor must then prepare a final PAQ for resubmission to OSCA's designated Project Manager for final approval.

**d. STEP 4: FINAL PAQ**

The contractor's final PAQ must include:

- contract number;
- Office of State Courts Administrator name/address
- Office of State Courts Administrator designated project director name and phone number
- contractor contact name and phone number
- brief title of specific PAQ
- final PAQ issue date
- a detailed itemization and description of all of the project tasks which shall be completed by the contractor (i.e. project work), including requirements for and specified frequency of any required status reports; the specified project tasks and deliverables must be clearly stated and must be quantifiable;
- the firm, fixed total number of project hours for each of the contractor's personnel classification assigned to the project and the firm, fixed cost (based upon the hourly/daily rates specified on the pricing pages)
- detailed completion schedule for each task/component of the project work;
- mutually agreed upon turnaround times for the agency's designated Project Director to review, approve and formally accept or reject the components of the contractor's project work in accordance with the approved final PAQ;
- mutually agreed upon milestones for compensation of project costs for the contractor's project work, including any mutually agreed upon holdbacks for specified deliverables and holdback release time frames for specified deliverable completion;
- identification of the specific tasks within each component of the PAQ which must be completed by Office of State Courts Administrator personnel;
- signature and date lines for both the contractor and the agency's designated Project Director to signify approval.
- Travel time from the consultant's office or residence to the Office of State Courts Administrator facility and travel time from the Office of State Courts Administrator facility to the consultant's office or residence shall not be considered billable time and shall not be included in the contractor's firm, fixed total number of project hours for contractor personnel stated in the contractor's final PAQ.

**e. STEP 5: APPROVAL OF FINAL PAQ**

The contractor and the agency's designated Project Director must indicate mutual acceptance of the final PAQ by signing and dating the final PAQ. The OSCA designated Project Manager (1) must retain one

signed copy; (2) must forward the original to the OSCA Contracts Unit for inclusion in the contract file and (3) must send one copy to the contractor's Project Manager.

**f. STEP 6: AUTHORIZATION TO PROCEED/ PAQ PROJECT WORK**

An approved final PAQ alone does not constitute an authorization to proceed with project work. Before proceeding with project work, the contractor must receive a properly authorized Purchase Order.

**g. STEP 7: FORMAL ACCEPTANCE**

Upon the completion of all project work of a given PAQ, the contractor must notify the OSCA designated Project Manager in writing and shall submit an invoice in accordance with the PAQ approved by the OSCA designated Project Manager. The OSCA designated Project Manager shall review, approve and formally accept or reject the components of the PAQ project work in accordance with the turnaround time outlined in the PAQ. Formal acceptance shall not be unreasonable delayed or withheld by OSCA.

**h. STEP 8: COST RECOVERY FOR CONTRACTOR**

Project costs for the PAQ project work shall be reimbursable upon formal acceptance by the OSCA designated Project Manager in accordance with the milestones for compensation outlined in the PAQ.

**3.5 GENERAL REQUIREMENTS**

- 3.5.1 The contractor shall submit draft and final PAQs in a timely manner. The Office of State Courts Administrator and the contractor shall mutually agree upon the prescribed number of days for the contractor to submit the draft and final PAQs.
- 3.5.2 The OSCA designated Project Manager reserves the right to reject any contractor-submitted PAQ, request the contractor to submit a revised PAQ with adjustments (revised cost, length of time, solution recommendation, etc.), or rebid for services through a separate competitive procurement.
- 3.5.3 The contractor shall not be paid for the preparation of the PAQ.
- 3.5.4 A PAQ request, the draft and final PAQs, and the contractor's project work must be within the scope of the performance requirements identified in the contract for the category(ies) which the contractor was awarded and must not change any provision of the contract.
- 3.5.5 Any changes to the PAQ must be formalized in writing as an official revision to the final PAQ. The format of PAQ revisions shall be consistent with the format of the final PAQ as outlined above, including the distribution of the original to the Office of State Courts Administrator, a copy to the contractor and retaining a copy for the OSCA designated Project Manager. The contractor shall agree and understand the firm, fixed cost stated in the final PAQ shall not be increased unless the Office of State Courts Administrator requests a corresponding increase in the scope of work under the PAQ. If the scope of work does not increase, the contractor shall complete all work agreed upon in the PAQ at the firm, fixed cost stated in the PAQ.
- 3.5.6 The OSCA designated Project Manager shall have the right to terminate the PAQ at any time, for the convenience of OSCA, without penalty or recourse, by giving written notice to the contractor at least five working days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the OSCA designated Project Manager become the property of OSCA. The contractor shall be entitled to receive just and equitable compensation for that work completed pursuant to the contract prior to the effective date of termination.

**3.6 Invoicing and Payment:**

- 3.6.1 Project Assessment Quotation Invoicing: The contractor shall submit an itemized invoice to the Office of State Courts Administrator requesting payment under the contract for the provision of consulting services within approximately 30 days after completion of and in accordance with the mutually agreed upon milestones for compensation of project costs for the contractor's project work (as specified in applicable Project Assessment Quotation).
- 3.6.2 The OSCA reserves the right to request modifications to a PAQ or terminate a PAQ that does not meet judiciary Architectural Standards.

## 4 OFFEROR'S INSTRUCTIONS AND REQUIREMENTS

### 4.1 Preparation and Submission of Proposals:

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

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 - Proposed Method of Performance  
 Exhibit D - Other Requested Information  
 Exhibit E - Certification of No Debarment

- 4.1.2 OFFERORS ARE STRONGLY ENCOURAGED TO STRUCTURE THEIR PROPOSAL SO THAT THE INDIVIDUAL PROVISIONS OF THE EXHIBIT LANGUAGE PRECEDE EACH OF THE OFFEROR'S RESPONSES. OFFERORS 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.
- Exhibit A - Cost (Pricing Pages)  
 Exhibit B - Experience, Expertise, & Reliability of Organization  
 Exhibit C - Proposed Method of Performance  
 Exhibit D - Other Requested Information  
 Exhibit E - Certification of No Debarment  
 Attachment 1 - PAQ Form

- 4.1.3 Conciseness/Completeness of Proposal: It is highly desirable that the offeror respond in a complete, but concise manner. It is the offeror'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 offeror's response. The offeror'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 offeror's proposal. The offeror is advised that the subjective evaluation of the proposal is based upon substance, quality of content, clarity of information – *not* length.

- 4.1.4 Copies: The offeror's proposal should include an original document, plus two (2) copies for a **total of three (3) 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 offeror 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.
- 4.1.5 Imaging Ready: All proposals are scanned into the Office of State Courts Administrator imaging system after award of the RFP. In preparing their proposal, offerors should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposals. Glue bound materials should not be used.
- 4.1.6 Open Records: The offeror's proposal shall be considered open record upon award of the RFP pursuant to Section RSMo 610.021 (State of Missouri Revised Statutes). Offeror's may view RSMo 610.021 at the following web site address: <http://www.moga.mo.gov/statutes/C600-699/610000020.HTM>. **The offeror shall not submit their entire proposal as proprietary or confidential.** Also, the offeror 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 offeror's proposal allowed by the statute shall be separated, sealed and clearly marked as confidential within the offeror's proposal. *Also, the offeror shall provide adequate explanation of what qualifies the material as being held confidential under the provisions of the statute.*
- 4.1.7 Compliance with Terms and Conditions: The offeror 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 D. **The offeror shall be required to sign the Exhibit D signature box entitled "Addendum to the Offeror's Pre-Printed Terms and Conditions Documents"**. Failure to not sign the Exhibit D cover page and/or taking exception to the State's terms and conditions may render a offeror's proposal non-responsive and remove it from consideration for award. Offerors are cautioned that the Office of State Courts Administrator will not award a non-compliant proposal. Consequently, any offeror indicating non-compliance with any requirements, terms, conditions and provisions of the RFP may be eliminated from further consideration for award.
- 4.1.8 Business Compliance: The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that he/she and any proposed subcontractors are presently in compliance with such laws. The offeror 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 may not 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)
- 4.1.9 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.

**4.2 Proposal Evaluation and Award:**

4.2.1 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 IT consulting services specified in the RFP.

Cost (Hourly Rates).....	45%
Experience, Expertise, & Reliability of Organization/ Proposed Consultants/Positions .....	30%
Proposed Method of Performance .....	25%

4.2.2 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.

4.2.3 The total prices for each of the three position levels will be added together to determine the TOTAL FIRM, FIXED PRICE for that given category. In other words, Total Architect Level Price + Total Senior Level Price + Total Junior Level Price = 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.

4.2.4 Subjective Evaluation: The evaluation of the offeror’s experience, expertise, & reliability of organization as well as their proposed method of performance shall be subjective based upon fact. Information provided by the offeror 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.

4.2.5 Competitive Negotiation of Proposals: The offeror 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 offerors 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 offeror’s proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror 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.

4.2.6 Question/Answer Conference: After an initial screening process, a question and answer conference may be conducted with the offeror, if deemed necessary. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the

offeror's own expense. All arrangements and scheduling shall be coordinated by the Office of State Courts Administrator.

#### **4.3 Offeror's Response to Evaluative Criteria:**

- 4.3.1 **Cost:** The offeror must respond to Exhibit A with firm, fixed pricing for all applicable costs necessary to satisfy the requirements of the RFP. All prices quoted shall be firm, fixed for the contract period stated on page one. **UNLESS STATED HEREIN, THE STATE SHALL ASSUME ABSOLUTELY NO OTHER COSTS EXIST TO SATISFY THE RFP'S REQUIREMENTS.** Therefore, the successful offeror shall be responsible for any additional costs.
- 4.3.2 **Experience, Expertise & Reliability of Organization:** The offeror should provide information relative to the experience/reliability of the offeror's organization as it relates to the requirements of this RFP. It is highly desirable that the offeror respond to the information requested in Exhibit B for purposes of evaluating the experience/reliability of the offeror's organization.
- 4.3.3 **Proposed Method of Performance:** The offeror should provide information relative to the offeror's proposed method of performance, especially information as it relates to the requirements of this RFP. It is highly desirable that the offeror respond to the information requested in Exhibit C for purposes of evaluating the offeror's proposed method of performance.

#### **4.4 Other Requested Information:**

- 4.4.1 The offeror should respond to the information requested in Exhibit D, Other Information.
- 4.4.2 **Debarment Certification:** Offerors should complete and return the Exhibit E certification regarding debarment, etc., with their proposal. This document must be satisfactorily completed prior to award of the contract.

**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 - Proposed Method of Performance
- Exhibit D - Other Requested Information
- Exhibit E - Certification of No Debarment
- Attachment 1 - PAQ form

**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, contractors 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.