Notice of Price Agreement Award

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
CAPITOL HILL
PROVIDENCE RI 02908

VENDOR
FILENET CORP
160 FEDERAL ST
6TH FL
BOSTON MA 02110-1700

INFO TECH SUPPORT MPA 230

Award Number	Effective Period:
68P00306635	**7/1/04 - 6/30/07**

SHIP TO
ADMINISTRATION
INFO TECH SUPPORT SERVICES
C/O CENTRAL BUSINESS OFFICE
DEPT OF ADMINISTRATION, 4TH FL
ONE CAPITOL HILL
PROVIDENCE RI 02908

Date: 06/25/2004
Buyer: HELEN CHRISTY
Shipping:
Terms:

INVOICE
ADMINISTRATION
INFO TECH SUPPORT SERVICES
C/O CENTRAL BUSINESS OFFICE
DEPT OF ADMINISTRATION, 4TH FL
ONE CAPITOL HILL
PROVIDENCE RI 02908

Department		Bid Number	Requisition Number
ADMINISTRATION	**MPA-230**	**B03733**	

Item		Unit	Unit Price
	7/1/04 - 6/30/07 MASTER PRICE AGREEMENT #230 COMPUTER TECHNICAL SUPPORT, SYSTEMS ANALYSIS & PROGRAMMING SERVICES. THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor. AUTHORIZATION AND RELEASE. In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is issued by the Division of Information Technology.		

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ADMINISTRATION	**MPA-230**	**B03733**	

Item		Unit	Unit Price
	A Purchase Order Release shall be created by the Division of Information Technology listing the services ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket. THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES. REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data: (1) Billing volume in dollars and (2) quantity delivered for each line item in the price agreement. Reports must be submitted to the RI Division of Purchases to the attention BUYER named in this notice, identifying the Agreement number and the Reporting Period. Quarterly reports shall be due 45 calendar days after the end of each quarter. Failure to submit required reports shall be considered a breach of the contractor's obligations and may be considered, at the discretion of the State Purchasing Agent, sufficient cause for the termination of the agreement and other outstanding agreements and orders, and possible suspension from participation in additional State procurements.		

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Department		Bid Number	Requisition Number
ADMINISTRATION	**MPA-230**	**B03733**	

Item		Unit	Unit Price
	EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF $5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE, PROVIDENCE, RI 02904 (401-222-2056). STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only). Contractors may be engaged for multiple roles, on multiple projects, provided there is sufficient balancing of priorities, which does not jeopardize individual project schedules. Oversight and management of all MPA engagements will be through the office of the State Chief Information Officer (CIO) in accord with the procedures outlined in Appendix II. All MPA engagements must be approved and coordinated by the office of the CIO through the Project Review Committee, or designee. IN ACCORDANCE WITH THE PROVISIONS OF B03733 VENDOR WILL NOT BE ENTITLED TO ANY PAYMENT FOR ANY SERVICES RENDERED OUTSIDE OF THIS POLICY. APPEXDIX III provides a list of the role definitions, description of the work to be preformed and the required skills, by categroy.		
1.0	BUSINESS ANALYST - JUNIOR,	HOUR	235.00
2.0	BUSINESS ANALYST - INTEMEDIATE,	HOUR	255.00
3.0	BUSINESS ANALYST - SENIOR,	HOUR	290.00

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Department		Bid Number	Requisition Number
ADMINISTRATION	MPA-230	B03733	

Item		Unit	Unit Price
5.0	CONFIGURATION SPECIALIST - INTERMEDIATE,	HOUR	225.00
6.0	CONFIGURATION SPECIALIST - SENIOR,	HOUR	290.00
10.0	DESIGNER/TECHNICAL - JUNIOR,	HOUR	235.00
11.0	DESIGNER/TECHNICAL - INTERMEDIATE,	HOUR	255.00
12.0	DESIGNER/TECHNICAL - SENIOR,	HOUR	290.00
13.0	PROCESS ARCHITECT - JUNIOR,	HOUR	235.00
14.0	PROCESS ARCHITECT - INTERMEDIATE,	HOUR	255.00
15.0	PROCESS ARCHITECT - SENIOR,	HOUR	290.00
16.0	PROGRAMMER - JUNIOR,	HOUR	235.00
17.0	PROGRAMMER - INTERMEDIATE,	HOUR	255.00

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ADMINISTRATION	MPA-230	B03733	

Item		Unit	Unit Price
18.0	PROGRAMMER - SENIOR,	HOUR	290.00
19.0	PROJECT MANAGEMENT - JUNIOR,	HOUR	235.00
20.0	PROJECT MANAGEMENT - INTERMEDIATE,	HOUR	255.00
21.0	PROJECT MANAGEMENT - SENIOR,	HOUR	290.00
24.0	SOLUTION ARCHITECTURE - SENIOR,	HOUR	290.00
28.0	SYSTEMS ANALYST - JUNIOR,	HOUR	235.00
29.0	SYSTEMS ANALYST - INTERMEDIATE,	HOUR	255.00
30.0	SYSTEMS ANALYST - SENIOR,	HOUR	290.00
32.0	SYSTEM INTEGRATOR - INTERMEDIATE,	HOUR	255.00
33.0	SYSTEM INTEGRATOR - SENIOR,	HOUR	290.00

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Department		Bid Number	Requisition Number
ADMINISTRATION	MPA-230	B03733	

Item		Unit	Unit Price
35.0	TEST DESIGNER - INTERMEDIATE,	HOUR	255.00
36.0	TEST DESIGNER - SENIOR,	HOUR	290.00
70.0	CONTENT DEVELOPER - JUNIOR,	HOUR	235.00
71.0	CONTENT DEVELOPER - INTERMEDIATE,	HOUR	255.00
72.0	CONTENT DEVELOPER - SENIOR,	HOUR	290.00
73.0	COURSE DEVELOPER - JUNIOR,	HOUR	235.00
74.0	COURSE DEVELOPER - INTERMEDIATE,	HOUR	255.00
75.0	COURSE DEVELOPER - SENIOR,	HOUR	290.00
82.0	IMAGING/DOCUMENT MANAGEMENT - JUNIOR,	HOUR	235.00
83.0	IMAGING/DOCUMENT MANAGEMENT - INTERMEDIATE,	HOUR	255.00

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ADMINISTRATION	MPA-230	B03733	

Item		Unit	Unit Price
84.0	IMAGING/DOCUMENT MANAGEMENT - SENIOR,	HOUR	290.00
91.0	TESTER - JUNIOR,	HOUR	235.00
92.0	TESTER - INTERMEDIATE,	HOUR	255.00
93.0	TESTER - SENIOR,	HOUR	290.00
94.0	TRAINER - JUNIOR,	HOUR	235.00
95.0	TRAINER - INTERMEDIATE,	HOUR	255.00
96.0	TRAINER - SENIOR,	HOUR	290.00

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY.

PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES (SEE APPENDIX I) TO THE BILLING ADDRESS ON THE PURCHASE ORDER RELEASE. ANY UNUSED BALANCE AT END OF BLANKET PERIOD WILL BE AUTOMATICALLY CANCELLED. REQUESTS FOR PAYMENT SHALL BE SUBMITTED NOT MORE OFTEN THAN ONCE PER MONTH FOR EACH PURCHASE ORDER RELEASE THROUGHOUT THE DURATION OF THE AGREEMENT.

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ADMINISTRATION	**MPA-230**	**B03733**	

Item		Unit	Unit Price
	CONTACT PERSON: FILENET CORPORATION TELEPHONE #: 617-330-7979 EXT. FAX #: 401-732-5424 E-MAIL: rdeberardis@amsimaging.com		

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Information Technology (IT) Supplemental Terms and Conditions
For MPA 230

GENERAL PROVISIONS:

The terms and conditions of this Agreement are intended by the parties as a final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior contemporaneous agreement unless such agreement is signed by both parties. In the absence of such an agreement, this Agreement shall constitute the complete and exclusive statement of the terms and conditions and no extrinsic evidence whatsoever may be introduced in any judicial proceeding, which may involve the Agreement. This agreement may not be modified, except by mutual consent executed in writing by both parties.

1. **DEFINITIONS:** The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.
   a) **"Acceptance Tests"** means those tests performed during the Performance Period which are intended to determine compliance of Equipment and Software with the specifications and all other Attachments incorporated herein by reference and to determine the reliability of the Equipment.
   b) **"Application Program"** means a computer program which is intended to be executed for the purpose of performing useful work for the user of the information being processed. Application programs are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.
   c) "**Attachment**" means a mechanical, electrical, or electronic interconnection to the Contractor-supplied Machine or System of Equipment, manufactured by other than the original Equipment manufacturer, that is not connected by the Contractor.
   d) **"Business entity"** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
   e) **"Buyer"** means the State's authorized contracting official.
   f) **"Commercial Software"** means Software developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
   g) **"Contract"** means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
   h) **"Custom Software"** ***means Software that does not meet the definition of Commercial Software.***
   i) **"Contractor"** means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier," "vendor" or other similar term.
   j) **"Data Processing Subsystem"** means a complement of Contractor-furnished individual Machines, including the necessary controlling elements (or the functional equivalent) and Operating Software, if any, which are acquired to operate as an integrated group, and which are interconnected entirely by Contractor-supplied power and/or signal cables; e.g., direct access controller and drives, a cluster of terminals with their controller, etc.
   k) **"Data Processing System (System)"** means the total complement of Contractor-furnished Machines, including one or more central processors (or instruction processors) and Operating Software, which are acquired to operate as an integrated group.
   l) **"Deliverables"** means Goods, Software, Information Technology, telecommunications technology, documentation, software code, tangible outcomes, and other items (e.g. reports) to be delivered pursuant to this Contract, including any such items furnished incident to the provision of services.
   m) **"Designated CPU(s)"** means for each product, if applicable, the central processing unit of the computers or the server unit, including any associated peripheral units. If no specific "Designated CPU(s)" are specified on the Contract, the term shall mean any and all CPUs located at the site specified therein.
   n) **"Documentation"** means nonproprietary manuals and other printed materials necessary or useful to the State in its use or maintenance of the Equipment or Software provided hereunder. Manuals and other printed materials customized for the State hereunder constitute Documentation only to the extent that such materials are described in or required by the Statement of Work.
   o) **"Equipment"** is an all-inclusive term which refers either to individual Machines or to a complete Data Processing System or subsystem, including its Hardware and Operating Software (if any).
   p) **"Equipment Failure"** is a malfunction in the Equipment, excluding all external factors, which prevents the accomplishment of the Equipment's intended function(s). If microcode or Operating Software residing in the Equipment is necessary for the proper operation of the Equipment, a failure of such microcode or Operating Software which prevents the accomplishment of the Equipment's intended functions shall be deemed to be an Equipment Failure.
   q) **"Facility Readiness Date"** means the date specified in the Statement of Work by which the State must have the site prepared and available for Equipment delivery and installation.
   r) **"Goods"** means all types of tangible personal property, including but not limited to materials, supplies, and Equipment (including computer and telecommunications Equipment).
   s) **"Hardware"** usually refers to computer Equipment and is contrasted with Software. See also Equipment.
   t) **"Installation Date"** means the date specified in the Statement of Work by which the Contractor must have the ordered Equipment ready (certified) for use by the State.
   u) **"Information Technology"** includes, but is not limited to, all electronic technology systems and services, automated information handling, System design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite System controls, simulation, electronic commerce, and all related interactions between people and Machines.

v) **"Machine"** means an individual unit of a Data Processing System or subsystem, separately identified by a type and/or model number, comprised of but not limited to mechanical, electro-mechanical, and electronic parts, microcode, and special features installed thereon and including any necessary Software, e.g., central processing unit, memory module, tape unit, card reader, etc.

w) **"Machine Alteration"** means any change to a Contractor -- supplied Machine which is not made by the Contractor, and which results in the Machine deviating from its physical, mechanical, electrical, or electronic (including microcode) design, whether or not additional devices or parts are employed in making such change.

x) **"Maintenance Diagnostic Routines"** means the diagnostic programs customarily used by the Contractor to test Equipment for proper functioning and reliability.

y) **"Manufacturing Materials"** means parts, tools, dies, jigs, fixtures, plans, drawings, and information produced or acquired, or rights acquired, specifically to fulfill obligationsset forth herein.

z) **"Mean Time Between Failure (MTBF)"** means the average expected or observed time between consecutive failures in a System or component.

aa) **"Mean Time to Repair (MTTR)"** means the average expected or observed time required to repair a System or component and return it to normal operation.

bb) **"Operating Software"** means those routines, whether or not identified as Program Products, that reside in the Equipment and are required for the Equipment to perform its intended function(s), and which interface the operator, other Contractor-supplied programs, and user programs to the Equipment.

cc) **"Operational Use Time"** means for performance measurement purposes, that time during which Equipment is in actual operation by the State. For maintenance Operational Use Time purposes, that time during which Equipment is in actual operation and is not synonymous with power on time.

dd) **"Performance Testing Period"** means a period of time during which the State, by appropriate tests and production runs, evaluates the performance of newly installed Equipment and Software prior to its acceptance by the State.

ee) **"Period of Maintenance Coverage"** means the period of time, as selected by the State, during which maintenance services are provided by the Contractor for a fixed monthly charge, as opposed to an hourly charge for services rendered. The Period of Maintenance Coverage consists of the Principal Period of Maintenance and any additional hours of coverage per day, and/or increased coverage for weekends and holidays.

ff) **"Preventive Maintenance"** means that maintenance, performed on a scheduled basis by the Contractor, which is designed to keep the Equipment in proper operating condition.

gg) **"Principal Period of Maintenance"** means any nine consecutive hours per day (usually between the hours of 7:00 a.m. and 6:00 p.m.) as selected by the State, including an official meal period not to exceed one hour, Monday through Friday, excluding holidays observed at the installation.

hh) **"Programming Aids"** means Contractor-supplied programs and routines executable on the Contractor's Equipment which assists a programmer in the development of applications including language processors, sorts, communications modules, data base management systems, and utility routines, (tape-to-disk routines, disk-to-print routines, etc.).

ii) **"Program Product"** means programs, routines, subroutines, and related items which are proprietary to the Contractor and which are licensed to the State for its use, usually on the basis of separately stated charges and appropriate contractual provisions.

jj) **"Remedial Maintenance"** means that maintenance performed by the Contractor which results from Equipment (including Operating Software) failure, and which is performed as required, i.e., on an unscheduled basis.

kk) **"Site License"** means for each product, the term "Site License" shall mean the license established upon acquisition of the applicable number of copies of such product and payment of the applicable license fees as set forth in the Statement of Work.

ll) **"Software"** means an all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor, including Operating Software, Programming Aids, Application Programs, and Program Products.

mm) **"Software Failure"** means a malfunction in the Contractor -- supplied Software, other than Operating Software, which prevents the accomplishment of work, even though the Equipment (including its Operating Software) may still be capable of operating properly. For Operating Software failure, see definition of Equipment Failure.

nn) **"State"** means the government of the State of Rhode Island, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of Rhode Island.

oo) **"System"** means the complete collection of Hardware, Software and services as described in this Contract, integrated and functioning together, and performing in accordance with this Contract.

pp) **"U.S. Intellectual Property Rights"** means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.

2. COMPLETE INTEGRATION:

This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.

3. SEVERABILITY:

The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.

4. INDEPENDENT CONTRACTOR:

Contractor and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.

5. APPLICABLE LAW:

This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of Rhode Island; venue of any action brought with regard to this Contract shall be in Providence County, Providence, Rhode Island. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

6. COMPLIANCE WITH STATUTES AND REGULATIONS:

a) Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of Rhode Island and agrees to indemnify the State against any loss, cost, damage or liability by reason of the Contractor's violation of this provision.

b) If this Contract is in excess of $500,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).

7. CONTRACTOR'S POWER AND AUTHORITY:

The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party, which might abridge any rights of the State under this Contract.

8. ASSIGNMENT:

This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. For the purpose of this paragraph, State will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.

9. WAIVER OF RIGHTS:

Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

10. ORDER OF PRECEDENCE:

In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:

a) these General Provisions – Information Technology Supplemental Terms & Conditions for MPA 230;

b) contract form, i.e., Purchase Order, Agreement, etc., and any amendments thereto;

c) information technology special provisions;

d) statement of work, including any specifications incorporated by reference herein; and

e) all other attachments incorporated in the contract by reference.

11. PACKING AND SHIPMENT:

a) All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:

i) show the number of the container and the total number of containers in the shipment; and

ii) the number of the container in which the packing sheet has been enclosed.

b) All shipments by Contractor or its subcontractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.

c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.

12. TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:

No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.

a) Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.

b) If "prepay and add" is selected, supporting freight bills are required when over $50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.

c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the Equipment and/or material, Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the Equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

a) The State will not reimburse the Contractor for any Travel or Entertainment expenses.

13. DELIVERY:

Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Deliverables, and may return them to Contractor

at Contractor's expense or utilize any other rights available to the State at law or in equity.

14. SUBSTITUTIONS:

Substitution of Deliverables may not be tendered without advance written consent of the Buyer. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.

15. INSPECTION, ACCEPTANCE AND REJECTION:

a) Payment terms will be based on work accepted – per deliverable, minus a retainage:
b) For partially complete deliverables, payment will be based upon time worked as a percentage of total estimate, with a 25% retainage held back until individual deliverables are accepted.
c) Upon acceptance of individual deliverable(s), an additional 15% of the cost of that deliverable will be paid.
d) The final balance will be paid upon final acceptance of all deliverables contracted in the engagement

Unless otherwise specified in the Statement of Work:

a) Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering Deliverables and services under this Contract and will tender to the State only those Deliverables that have been inspected and found to conform to this Contract's requirements. Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. Contractor shall permit the State to review procedures, practices, processes, and related documents to determine the acceptability of Contractor's quality assurance System or other similar business practices related to performance of the Contract.
b) All Deliverables may be subject to inspection and test by the State or its authorized representatives.
c) Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
d) All Deliverables may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.

16. SAMPLES:

a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products bid and/or specified in the Contract.
b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.

17. WARRANTY:

a) Unless otherwise specified in the Statement of Work, the warranties in this subsection a) begin upon acceptance of the Deliverable or service in question and end one (1) year thereafter. Contractor warrants that (i) Deliverables and services furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work), and (ii) the Deliverables will be free from material defects in materials and workmanship. Where the parties have agreed to design specifications (such as a Detailed Design Document) and incorporated the same or equivalent in the Statement of Work directly or by reference, Contractor will warrant that its Deliverables provide all material functionality required thereby. In addition to the other warranties set forth herein, where the Contract calls for delivery of Commercial Software, Contractor warrants that such Software will perform in accordance with its license and accompanying Documentation. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
b) Contractor warrants that Deliverables furnished hereunder (i) will be free, at the time of delivery, of harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or Software); and (ii) will not infringe or violate any U.S. Intellectual Property Right. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any Commercial Software delivered hereunder, Contractor will, upon the State's request, provide a master copy of the Software for comparison and correction.
c) Unless otherwise specified in the Statement of Work: (i) Contractor does not warrant that any Software provided hereunder is error-free or that it will run without immaterial interruption. (ii) Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from (A) a modification made by the State, unless such modification is approved or directed by Contractor, (B) use of Software in combination with or on products other than as specified by Contractor, or (C) misuse by the State. (iii) Where Contractor resells Hardware or Software it purchased from a third party, and such third party offers additional or more advantageous warranties than those set forth herein, Contractor will pass through any such warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will be supplemental to, and not relieve Contractor from, Contractor's warranty obligations set forth above.
d) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and governmental users of the Deliverables or services.
e) Except as may be specifically provided in the Statement of Work or elsewhere in this Contract, for any breach of the warranties provided in this Section, the State's exclusive remedy and Contractor's sole obligation will be limited to: (i) re-performance, repair, or replacement of the nonconforming Deliverable (including without limitation an infringing Deliverable) or service; or (ii) should the State in its sole discretion consent, refund of all amounts paid by the State for the nonconforming Deliverable or service and payment to the State of any additional amounts necessary to equal the State's Cost to Cover.

"Cost to Cover" means the cost, properly mitigated, of procuring Deliverables or services of equivalent capability, function, and performance. The payment obligation in subsection (e)(ii) above will not exceed the limits on Contractor's liability set forth in the Section entitled "Limitation of Liability."

18. SAFETY AND ACCIDENT PREVENTION:

In performing work under this Contract on State premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

19. INSURANCE:

When performing work on property in the care, custody or control of the State, Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance the State deems appropriate under the Contract. Contractor shall furnish an insurance certificate evidencing required insurance coverage acceptable to the State. Upon request by the Buyer, the Contractor may be required to have the State shown as an "additional insured" on selected policies. In addition, the Contractor must maintain and Errors and Omissions policy with limits of no less than One Million Dollars ($1,000,000).

20. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any affected Deliverables furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefore.

b) STATE AGREES THAT IF PARAGRAPH a) ABOVE IS INVOKED, DELIVERABLES SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.

21. TERMINATION FOR THE CONVENIENCE OF THE STATE:

a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, by notice of Termination specifying the extent of termination and the effective date thereof.

b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:

(i) Stop work as specified in the Notice of Termination.

(ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Contract.

(iii) Terminate all subcontracts to the extent they relate to the work terminated.

(iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts;

c) Unless otherwise set forth in the Statement of Work, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed:

(i) The Contract price for Deliverables or services accepted by the State and not previously paid for, adjusted for any savings on freight and other charges; and

(ii) The total of:

A) The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any cost attributable to Deliverables or services paid or to be paid;

B) The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract; and

C) Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.

d) The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

22. TERMINATION FOR DEFAULT:

a) The State may, subject to the clause titled "Force Majeure" and to sub-section d) below, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:

i) Deliver the Deliverables or perform the services to acceptable quality standards as determined by the state within the time specified in the Contract or any amendment thereto;

ii) Make progress, so that the lack of progress endangers performance of this Contract; or

iii) Perform any of the other provisions of this Contract.

iv) Breach of state policies or procedures

b) The State's right to terminate this Contract under sub-section a) above, may be exercised if the failure constitutes a material breach of this Contract and if the Contractor does not cure such failure within the

time frame stated in the State's cure notice, which in no event will be less than fifteen (15) days, unless the Statement of Work calls for a shorter period.

c) If the State terminates this Contract in whole or in part pursuant to this Section, it may acquire, under terms and in the manner the Buyer considers appropriate, Deliverables or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Deliverables and services, including without limitation costs third party vendors charge for Manufacturing Materials (but subject to the clause entitled "Limitation of Liability"). However, the Contractor shall continue the work not terminated.

d) If the Contract is terminated for default, the State may require the Contractor to transfer title, or in the case of licensed Software, license, and deliver to the State, as directed by the Buyer, any:
   (i) completed Deliverables,
   (ii) partially completed Deliverables, and,
   (iii)subject to provisions of sub-section e) below, Manufacturing Materials related to the terminated portion of this Contract. Nothing in this sub-section d) will be construed to grant the State rights to Deliverables that it would not have received had this Contract been fully performed. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

e) The State shall pay Contract price for completed Deliverables delivered and accepted. Unless the Statement of Work calls for different procedures or requires no-charge delivery of materials, the Contractor and Buyer shall attempt to agree on the amount of payment for Manufacturing Materials and other materials delivered and accepted by the State for the protection and preservation of the property; provided that where the Contractor has billed the State for any such materials, no additional charge will apply. Failure to agree will constitute a dispute under the Disputes clause. The State may withhold from these amounts any sum it determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

f) If, after termination, it is determined by a final ruling in accordance with the Disputes Clause that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.

g) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract, and are subject to the clause titled "Limitation of Liability."

23. FORCE MAJEURE:

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

a) Acts of God or of the public enemy, and

b) Acts of the federal or State government in either its sovereign or contractual capacity. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted Deliverables or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

24. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:

a) In the event any Deliverables furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.

b) In addition to any other rights and remedies the State may have, the State may require Contractor, at Contractor's expense, to ship Deliverables via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.

c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor.

d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to Contractor or to make a claim against the Contractor therefore.

25. LIMITATION OF LIABILITY:

a) The limitation of liability shall not apply (i) to liability under the General Provisions, entitled "Patent, Copyright, and Trade Secret Protection" or to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights; (ii) to claims covered by any specific provision herein calling for liquidated damages; (iii) to claims arising under provisions herein calling for indemnification for third party claims against the State for bodily injury to persons or damage to real or tangible personal property caused by Contractor's negligence or willful misconduct; or (iv) to costs or attorney's fees that the State becomes entitled to recover as a prevailing party in any action.

b) The State's liability for damages for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, shall be limited to the Purchase Price, as that term is defined in subsection a) above. Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.

26. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:

a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the

State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.

b) Contractor shall not be liable for damages arising out of or caused by an alteration or an Attachment not made or installed by the Contractor, or for damage to alterations or Attachments that may result from the normal operation and maintenance of the Deliverables provided by the Contractor during the Contract.

27. INDEMNIFICATION:

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of Contractor or any of its agents, subcontractors, employees, suppliers, laborers, or any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract. Such defense and payment will be conditional upon the following:

a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and

b) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

28. INVOICES:

Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted monthly in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount.

29. TAXES:

Unless otherwise required by law, the State of Rhode Island is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.

30. NEWLY MANUFACTURED GOODS:

All Goods furnished under this Contract shall be newly manufactured Goods; used or reconditioned Goods are prohibited, unless otherwise specified.

31. CONTRACT MODIFICATION:

No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

32. CONFIDENTIALITY OF DATA:

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

33. NEWS RELEASES:

Unless otherwise exempted, news releases pertaining to this Contract shall not be made without prior written approval of the Office of the CIO.

34. DOCUMENTATION:

a) The Contractor agrees to provide to the State, at no charge, a number of all nonproprietary manuals and other printed materials, as described within the Statement of Work, and updated versions thereof, which are necessary or useful to the State in its use of the Equipment or Software provided hereunder. Documentation must be sufficient to use, operate, support and integrate the system, satisfactory to the State. The Contractor agrees to provide additional Documentation at prices not in excess of charges made by the Contractor to its other customers for similar Documentation.

b) If the Contractor is unable to perform maintenance or the State desires to perform its own maintenance on Equipment purchased under this Contract then upon written notice by the State the Contractor will provide at Contractor's then current rates and fees adequate and reasonable assistance including relevant Documentation to allow the State to maintain the Equipment based on Contractor's methodology. The Contractor agrees that the State may reproduce such Documentation for its own use in maintaining the Equipment.

If the Contractor is unable to perform maintenance, the Contractor agrees to license any other Contractor that the State may have hired to maintain the Equipment to use the above noted Documentation. The State agrees to include the Contractor's copyright notice on any such Documentation reproduced, in accordance with copyright instructions to be provided by the Contractor.

35. RIGHTS IN WORK PRODUCT:

All work will be "work for hire" with all rights to intellectual property inuring to the State. The Contractor agrees to make no claims to the intellectual property created in connection with this Contract.

a) State agrees that all material appropriately marked or identified in writing as proprietary, and furnished hereunder are provided for State's exclusive use for the purposes of this Contract only. All such proprietary data shall remain the property of the Contractor. State agrees to take all reasonable steps to insure that such proprietary data are not disclosed to others, without prior written consent of the Contractor, subject to the Rhode Island Access to Public Records Act.

b)The State will insure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed.

c) The State agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations under this Contract with respect to use, copying, modification, protection and security of proprietary software and other proprietary data.

36. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:

a) Contractor will indemnify, defend, and save harmless the State, its officers, agents, and employees, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. Intellectual Property Right by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to the State such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide the State with indemnity protection equal to that called for by the Third Party Obligation, but in no event greater than that called for in the first sentence of this Section 39a). The provisions of the preceding sentence apply only to third party computer Hardware or Software sold as a distinct unit and accepted by the State. *Unless* a Third Party Obligation provides otherwise, the defense and payment obligations set forth in this Section 39a) will be conditional upon the following:

i) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and

ii) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and

(iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

b) Contractor may be required to furnish a bond to the State against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.

c) Should the Deliverables or Software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Right, the State shall permit the Contractor at its option and expense either to procure for the State the right to continue using the Deliverables or Software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Deliverables or Software by the State shall be prevented by injunction, the Contractor agrees to take back such Deliverables or Software and make every reasonable effort to assist the State in procuring substitute Deliverables or Software. If, in the sole opinion of the State, the return of such infringing Deliverables or Software makes the retention of other Deliverables or Software acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Deliverables or Software and refund any sums the State has paid Contractor less any reasonable amount for use or damage.

d) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:

(i) The combination or utilization of Deliverables furnished hereunder with Equipment or devices not made or furnished by the Contractor; or,

(ii) The operation of Equipment furnished by the Contractor under the control of any Operating Software other than, or in addition to, the current version of Contractor-supplied Operating Software; or

(iii) The modification by the State of the Equipment furnished hereunder or of the Software; or

(iv) The combination or utilization of Software furnished hereunder with non-contractor supplied Software.

e) Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer Software in violation of copyright laws.

37. EXAMINATION AND AUDIT:

Contractor agrees that the State, or its designated representative shall have the right to review and copy any records and supporting Documentation pertaining to performance of this Contract. Contractor agrees to maintain such records for possible audit for a minimum

of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract.

38. STOP WORK:

a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 90 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 90 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
   (i) Cancel the Stop Work Order; or
   (ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.

b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
   (i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
   (ii) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.

c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.

d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

39. COVENANT AGAINST GRATUITIES:

The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

40. FOUR-DIGIT DATE COMPLIANCE:

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

41. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq).

42. GOVERNANCE:

Contractor acknowledges that this engagement is though the Office of the State Chief Information Officer (CIO) and must be approved and coordinated through the CIO's Project Review Committee, or designee.

43. ADDITIONAL INFORMATION

The State has the right to require the Contractor to provide additional and periodic information at any time to demonstrate the continued financial responsibility of the Contractor.

44. NAMED INDIVIDUALS ONLY

All work will be performed only by the specific employees named by the Contractor in the Purchase Order Release The Contractor will not use any other employee, independent contractor, company or subcontractor without the prior written consent of the CIO and the Division of Purchasing. Any breach of this condition will be cause for default, with the state reserving the right to cancel the Purchase Order. Any waiver of this condition allowing for substitution must be done in writing.

45. INDIVIDUAL ENGAGEMENTS

The State reserves the right to negotiate pricing on individual engagements. Such terms may be different from the stated amount in the Master Blanket or Purchase Order.

46. BACKGROUND CHECKS

The State reserves the right, in its absolute discretion, to conduct criminal and civil background checks prior to or during the term of this Contract.

47. DRUG TESTS

The State reserves the right, in its absolute discretion, to conduct drug test(s) on individuals prior to or during the term of this Contract.

48. INDIVIDUAL DELIVERABLES:

The State reserves the right, in its absolute discretion, to accept or reject individual deliverables, with an obligation to pay only for those deliverables accepted. The State may agree, in its absolute discretion, to pay a prorated amount of the deliverable price based on a percentage completion of the deliverables.

49. CHANGE IN PRICE OF DELIVERABLES:

Any change in the price for any deliverable must receive the prior written approval of the CIO, or his designee and the Division of Purchasing.

50. CHANGES IN PERSONNEL:

Contractor will be responsible, and will reimburse the State, for all costs associated with unplanned turnover including, but not limited to briefing and training any new consultants hired by the Contractor after the issuance of the Purchase Order. Unless the parties agree otherwise, the Contractor will pay one (1) week cost reimbursement for each month of completed work under the Contract.

The cost reimbursement contemplated in this paragraph is not intended to suggest that the vendor providing services under a purchase order release is guaranteed the opportunity to replace resources due to unplanned turnover, rather replacement of named individuals under a purchase order release is subject to the terms outlined in Paragraph 45.

51. MODIFICATIONS TO TERMS, CONDITIONS, POLICIES ETC:

The Terms, Conditions, Policies and Procedures may be changed during the period of this Contract, provided fifteen (15) days prior written notice is provided to the Contractor. Posting on the Information Technology Divisions website shall constitute permissible notice under this section.

52. PERIODIC REPORTING:

The Contractor will provide a report, not less than quarterly, to the CIO, or his designee, summarizing all contracts with the State, deliverables completed, hours and rates billed, and any material issues during that period.

53. WAIVER OF NON-COMPETITION AND RELATED AGREEEMENTS.

The Contractor agrees that the State may hire any employee, consultant or independent contractor of the Contractor after the employee, consultant or independent contractor has performed services for the State for period of eighteen (18) months (of 100 hours or more / month) or greater without the payment of any referral fee or other compensation to the Contractor. The Contractor agrees not to enforce any non-competition or related agreements to which the employee, consultant or independent contractor is a party and waives any and all claims against the State. If the employee, consultant or independent contractor performed services for the State for a period of less than eighteen (18) months then a referral fee or alternate form of compensation will be negotiated in good faith, not to exceed fifteen percent (15%) of the first year state salary of the employee.

APPENDIX I
MPA 230 BILLING PROCEDURE

Invoices may be submitted no more than monthly.

Vendors may use their own invoices but must submit Invoice Backup in accordance with the following procedures:

An Invoice Backup Excel Spreadsheet (See Exhibit 1) will be provided to vendors containing the appropriately referenced Master Blanket Item numbers and Role descriptions.

For each project a release will be created.

A backup spreadsheet identifying the PO number, Release Number, billing period ending date and the invoice number should be submitted with the vendor's normal invoice. The backup should contain each PO line item number and role (e.g., **56.0**, Unix Administrator – Intermediate) used, the PO line item numbers and names of the individuals assigned to the project (e.g., **56.1**, Jones, John, **56.2**, Smith, Mary) the number of hours billed, the rate billed, the rate multiplied by the hours for each line item and the total amount.

The total amount billed on the vendor's regular invoice should exactly match the total on the Invoice Backup spreadsheet.

Apendix I
MPA 230 Invoice Backup Spreadsheet

Company:		Month Ending Date:	
Purchase Order:		Release Number:	

Item	Role	Level	Rate/Hr	Hours	Hours*Rate
1.0	Business Analyst	Junior			
2.0	Business Analyst	Intermediate			
3.0	Business Analyst	Senior			
4.0	Configuration Specialist	Junior			
5.0	Configuration Specialist	Intermediate			
6.0	Configuration Specialist	Senior			
7.0	Database Designer	Junior			
8.0	Database Designer	Intermediate			
9.0	Database Designer	Senior			
10.0	Designer/Technical	Junior			
11.0	Designer/Technical	Intermediate			
12.0	Designer/Technical	Senior			
13.0	Process Architect	Junior			
14.0	Process Architect	Intermediate			
15.0	Process Architect	Senior			
16.0	Programmer	Junior			
17.0	Programmer	Intermediate			
18.0	Programmer	Senior			
19.0	Project Management	Junior			
20.0	Project Management	Intermediate			
21.0	Project Management	Senior			
22.0	Solution Architecture	Junior			
23.0	Solution Architecture	Intermediate			
24.0	Solution Architecture	Senior			
25.0	Systems Administrator	Junior			
26.0	Systems Administrator	Intermediate			
27.0	Systems Administrator	Senior			
28.0	Systems Analyst	Junior			
29.0	Systems Analyst	Intermediate			
30.0	Systems Analyst	Senior			
31.0	System Integrator	Junior			
32.0	System Integrator	Intermediate			
33.0	System Integrator	Senior			
34.0	Test Designer	Junior			

35.0	Test Designer	Intermediate			
36.0	Test Designer	Senior			
37.0	UI Designer	Junior			
38.0	UI Designer	Intermediate			
39.0	UI Designer	Senior			
40.0	Web Developer	Junior			
41.0	Web Developer	Intermediate			
42.0	Web Developer	Senior			
43.0	Database Administrator	Junior			
44.0	Database Administrator	Intermediate			
45.0	Database Administrator	Senior			
46.0	Data Storage Adminstrator	Junior			
47.0	Data Storage Adminstrator	Intermediate			
48.0	Data Storage Adminstrator	Senior			
49.0	Intel Administrator	Junior			
50.0	Intel Administrator	Intermediate			
51.0	Intel Administrator	Senior			
52.0	Mainframe Administrator	Junior			
53.0	Mainframe Administrator	Intermediate			
54.0	Mainframe Administrator	Senior			
55.0	Unix Administrator	Junior			
56.0	Unix Administrator	Intermediate			
57.0	Unix Administrator	Senior			
58.0	Network Technician	Junior			
59.0	Network Technician	Intermediate			
60.0	Network Technician	Senior			
61.0	Network Operations	Junior			
62.0	Network Operations	Intermediate			
63.0	Network Operations	Senior			
64.0	Desktop Support	Junior			
65.0	Desktop Support	Intermediate			
66.0	Desktop Support	Senior			
67.0	Helpdesk	Junior			
68.0	Helpdesk	Intermediate			
69.0	Helpdesk	Senior			
70.0	Content Developer	Junior			
71.0	Content Developer	Intermediate			
72.0	Content Developer	Senior			
73.0	Course Developer	Junior			
74.0	Course Developer	Intermediate			
75.0	Course Developer	Senior			
76.0	Data Entry	Junior			

77.0	Data Entry	Intermediate			
78.0	Data Entry	Senior			
79.0	GIS Specialist	Junior			
80.0	GIS Specialist	Intermediate			
81.0	GIS Specialist	Senior			
82.0	Imaging / Document Management	Junior			
83.0	Imaging / Document Management	Intermediate			
84.0	Imaging / Document Management	Senior			
85.0	Security	Junior			
86.0	Security	Intermediate			
87.0	Security	Senior			
88.0	Technical Writer	Junior			
89.0	Technical Writer	Intermediate			
90.0	Technical Writer	Senior			
91.0	Tester	Junior			
92.0	Tester	Intermediate			
93.0	Tester	Senior			
94.0	Trainer	Junior			
95.0	Trainer	Intermediate			
96.0	Trainer	Senior			
			Total Invoice:		

Apendix I
MPA 230 Invoice Backup

Company:		Month Ending:	
Purchase Order:		Release Number:	

Item	**Role**	**Level**	**Rate**	**Hours**	**Hours*Rate**
7.0	Database Designer	Junior			
7.1	Matthews, Frank		100	2	200
7.2	Smith, Bob		85	6	510
17.0	Programmer	Intermediate			
17.1	Green, Jill		120	30	3600
42.0	Web Developer	Senior			
42.1	Black, Dan		125	7	875
			Total Invoice:		430

APPENDIX II

POLICIES AND PROCEDURES RELATING TO THE MANAGEMENT OF THE MASTER PRICE AGREEMENT

Governance: Oversight and management of all contractors and staff will be through the office of the State Chief Information Officer (CIO), and subject to policies and procedures as defined by the CIO and approved by the Division of Purchases. All engagements must be approved and coordinated by the CIO through the Project Review Committee, or designee.

Vendor shall not provide services unless and until a valid state Purchase Order Release approved by the CIO (or designee) has been issued and received by the Vendor. VENDOR WILL NOT BE ENTITLED TO ANY PAYMENT FOR ANY SERVICES RENDERED OUTSIDE OF THIS POLICY.

Process: Process will vary, based upon estimated size of engagement as follows:

Size of Engagement	Allowable structure(s)
<$75,000 or 1,000 hours	• Hourly Rates • Hourly, not to exceed • Fixed price All operational staff augmentation roles

>$75,000 or 1,000 hours, and <$200,000 or 2,500 hours	• Proposal from qualified Vendor required:
	  o Solicitation to at least 3 qualified vendors
	  o See process description below
	• Allowable structures will include:
	  o Hourly
	  o Hourly, not to exceed
	  o Fixed price
	• All engagements must have clearly defined deliverables and milestones
	• Engagement may be for a phase of a larger project
	
	Project based staff augmentation only

>$200,000 or 2,500 hours	• Engagements of this size will be discouraged - they should be broken down into smaller phases or bid as part of the RFP process. • Any request in this category will require CIO approval.

All engagements will be reviewed and approved by the Project Review Committee.

ALL hourly not to exceed (NTE) or fixed price engagements MUST break down costs by deliverable with defined acceptance criteria. The State reserves the right to accept or reject individual deliverables, with an obligation to pay only for those deliverables accepted. The State may agree to pay a prorated amount of the deliverable price based on percentage completion of deliverables. Any increase greater than 10% of original estimates must be documented and submitted to State CIO (via the Project Review Committee) for approval. Authorization for increases will be in the form of Change Orders to the Purchase Order Release originally authorizing the engagement.

In the event of unplanned turnover, Vendor will be responsible to the state for the cost of bringing a new consultant up to speed on any engagement, as follows: One week cost reimbursement for each month of completed work under any engagement. This does not automatically guarantee that any replacement contractor will be an employee of the same vendor.

APPENDIX II

POLICIES AND PROCEDURES RELATING TO THE MANAGEMENT OF THE MASTER PRICE AGREEMENT

All engagements will be subject to policies and procedures developed by the office of the CIO, and may change upon 15 days notice. Notice of policy changes will be posted on the State's Information Technology Division's website.

Contractor Engagement Process:

Contractors will be selected for discrete engagements based upon:

- Depth, breadth and relevancy of experience with specific skills or technologies required for engagement
- Education, training and certifications
- Interpersonal and communication skills
- Knowledge of technology, process and methodology
- References and track record
- State experience and track record
- Price (estimated # hours of work to complete deliverables and/or hourly rates)
- Other, as identified by the Project Review Committee or MPA230 administrator

Weighting may vary based upon specific engagement needs.

Definitions:

CIO:	State Chief Information Officer
MPA Administrator:	Individual role within the Division of Information Technology, as designated by CIO to administer and coordinate MPA engagements
Project Review Committee:	Committee chartered by CIO to review and approve all projects and MPA engagements including: scope of work; deliverables; acceptance criteria; relative terms and conditions; skills and methodology required for all engagements.

Hourly Engagement process:

1. Agency defines role, skills and deliverables required and submits request to the Project Review Committee
   a. Agency is responsible for, and must obtain budget approval for requisition.
2. Once engagement is approved, the Project Review Committee may delegate procurement process to MPA Administrator
3. MPA Administrator solicits resumes and hourly rates (at or below MPA bid prices) from interested vendor(s) (ideally, requirements will be posted to purchasing website and emailed to vendors who can respond electronically).
4. MPA Administrator obtains resume(s) from vendor(s), and may require references and samples of previous deliverables produced by individual contractor.
5. MPA Administrator sends resumes (w/o rates) and any sample work to Agency for review and ranking.
6. Agency can interview candidates and check references at will. Agency ranks top three qualified candidates.
   a. Project Review Committee may designate an IT representative to participate in interviews, reference checking and ranking of candidates.
7. MPA Administrator negotiates with selected vendor(s) for final rates (Best and Final).
8. MPA Administrator presents rates to agency for final selection.
9. MPA Administrator notifies agency and vendor when the purchase order release has been created. The signature of the CIO (or designee) is required on all purchase order releases.
10. Awards are posted to the purchasing website announcing winning vendor, hourly rate and original specifications requested.

11. Vendor provides monthly report of hours and work performed to both agency and MPA Administrator.
12. Agency notifies MPA Administrator of any issues relating to engagement.
13. Upon completion of assignment, agency completes evaluation form on individual contractor(s) assigned.
    a. Two poor ratings may place an individual on a "do not hire list."
    b. Vendor will be provided an opportunity to respond to the Project Review Committee within 10 days regarding any negative evaluations.
14. MPA Administrator periodically reports to Project Review Committee on the status of all MPA contracts, ratings and feedback on individual contractors and projects.
15. All vendors must report quarterly to MPA Administrator, summarizing all vendor engagements, deliverables completed, hours and rates billed, and any issues during that quarter.

For hourly not to exceed (NTE) or fixed price engagements – process the same as above, except:

1. All engagements must have clearly defined deliverables, scope and acceptance criteria.
    a. Agency specifications must be complete and thorough enough for vendors to bid based upon a fixed price (As judged by the Project Review Committee).
2. MPA Administrator will post requests on website - limited to MPA vendors - for not less than 3 days.
    a. Where possible, MPA Administrator will seek to solicit bids from at least 3 MPA vendors.
3. Payment terms will be based on work accepted – per deliverable, minus a retainage:
    a. For partially complete deliverables, payment will be based upon time worked as a percentage of total estimate, with a 25% retainage held back until individual deliverables are accepted.
    b. Upon acceptance of individual deliverable(s), an additional 15% of the cost of that deliverable will be paid.
    c. The final balance will be paid upon final acceptance of all deliverables contracted in the engagement
4. Any change in scope, or change order over 10% of bid for any deliverable or engagement must be documented and approved by Project Review Committee.

With approval of any specific engagement, the Project Review Committee may require additional reporting, governance, and oversight of contractor.

Exceptions to the above process will require written approval from the CIO. Any requests to sole source a contractor based upon unique requirements must be approved by the CIO and Purchasing Agent.

Sample technology skills which may be required by the State:

- **Operating Systems:** UNIX (AIX, HPUX, SCO, LINUX and others), OS/400, DOS/VSE, MVS, zOS, NT/Windows2000+,
- **Application Programming Languages:** Powerbuilder, Access, PeopleTools, Oracle Development Tools, COBOL, CICS, C++, Java, Visual Basic and others,
- **Web Development:** HTML, XML, Perl, PHP, e-Commerce tools, and others,
- **Relational Databases:** Oracle, DB2, MS SQL, MySQL, Sybase, Informix and others,
- **VSAM File Organization**,
- **ERP products:** Oracle, PeopleSoft, SCT and others,
- **Communications Programming:** TCP/IP, IPX, SNA, COBOL, CISCO Systems, Extreme, and others,
- **Local Area Networking:** Compaq, Dell, Gateway, CITRIX, Wired and Wireless Ethernet, Novell, Microsoft, and others,
- **End user computer hardware and software:** Novell and Microsoft collaboration and productivity products, and others.

APPENDIX III - Role definitions and required skills, by category.

Application Delivery and Support

Role (App Dev)	Description	Required Skills
Business Analyst	Gathers and details specific application or project requirements.	Minimum of 4 years experience in gathering and documenting business requirements in technical application development settings. Must be able to describe both functional and process work flow requirements. Experience and certification in application delivery methodology strongly preferred.
Jr. Business Analyst	Gathers and details specific application or project requirements.	Same as above, with a minimum of 2 years experience in gathering and documenting business requirements in technical application development settings. Must be able to describe both functional and process workflow requirements.
Sr. Business Analyst	Same as above, plus: Specifies the business workers and entities required, and defines the responsibilities, operations, attributes, process flows and relationships necessary to realize the business objectives of the project. Produces both functional and process requirements and documentation necessary to design and build the system.	Same as above, with a minimum of 6 years experience. Must have specific experience in the development of use-case and process flow models. Experience with the UML and RUP strongly recommended.
Configuration Specialist	Configures commercial off the shelf applications (COTS) to meet specific business or requirements.	Deep understanding of specific system or technology to be configured.
Database Designer	Defines the tables, indexes, views, constraints, triggers, stored procedures, tablespaces or storage parameters, and other database-specific constructs needed to store, retrieve and delete persistent objects.	Minimum 5 years database design or administration experience with technology of choice. Specific training and certification in technology of choice may be required.
Designer (technical)	Defines the responsibilities, operations, attributes and relationships of one or several classes of objects or components, and determines how they should be adjusted to the implementation environment. Designer may have responsibility for one or more design packages or design subsystems, including classes owned by the packages or subsystems. Designer may develop messaging standards, such as xml document definitions and schemas.	Minimum 5 years technical design experience. Knowledge of both object oriented (OO) and procedural development environments. Training, education and certification in specific technology of choice may be required. For engagements utilizing a web services architecture, skills and experience in designing, developing, using or supporting XML, SOAP, WSDL, or UUDI standards may be required.
Process Architect	Gathers requirements and optimizes (re)design of business processes.	Ability to gather functional and business requirements, define existing processes, design optimized process and develop gap analysis. Knowledge and experience with process engineering methodologies such as Six Sigma, CMM, OSO or others may be required.
Programmer	Plans and develops application code to meet system requirements.	Minimum 3 years programming experience with target technology or language (COBOL, Java, C, C++, .Net, etc).
Sr. Programmer (OO)	Same as above, plus: Determines object classes and models, codes using object-oriented methodologies.	Minimum 5 years application development and programming experience with target technology or language. Familiarity with object oriented methodologies and best practices.

Role (App Dev)	Description	Required Skills
Project Manager	Individual who plans, executes and controls project. Develops project plan which defines scope, as evidenced by a work break down structure. Coordinates project activities and resources. Reports status and issues to project steering committee.	Minimum 5 years application development and project management experience. PMI certification strongly recommended. Experience with projects of similar size and scope, methodology and technologies may be required.
Solution Architect	Defines and integrates the overall system, roles and processes for delivering the solution. Identifies primary system components, critical success factors, risks, and overall technical strategy.	Senior technical resource, with a minimum of 8 years experience in a variety of technical environments. Deep knowledge of hardware, software and data environments and application development and integration methodologies. Able to recommend technology choices based upon the benefits and risks associated with different technology alternatives. Strong executive communication skills. Technical education, certification, and training directly relevant to target environment may be required.
Systems Administrator	Maintains the development environment – both hardware and software – and is responsible for system administration, back up, etc.	Minimum 3 years systems administration experience in target environment.
System Analyst	Leads and coordinates requirements elicitation and use-case modeling by outlining the system's functionality and delimiting the system.	Minimum 3 years systems analysis experience.
System Integrator	Plan and combine system components for integrated functionality. Define interface definitions for system interoperability.	Minimum 5 years system and application development experience. Knowledge of both object oriented (OO) and procedural development environments, along with understanding of hardware, software and data environments. Training, education and certification in specific technology of choice may be required.
Tester Designer	Responsible for the planning, design, implementation, and evaluation of testing, including the generation of the test plan and test model, implementation of test procedures, and evaluation of test coverage, test results, and effectiveness.	Minimum 5 years experience in application development and testing methodologies.
UI Designer	User-Interface (UI) Designer leads and coordinates the prototyping and design of the user interface. Captures requirements on UI, including usability requirements, builds prototypes, performs review and testing sessions, and develops final implementation of the UI.	Minimum 3 years experience in user interface design and development, in target technology environment.
Web Developer	Designs and develops web applications and sites, which may include technical application and UI development.	Minimum 3 years web development experience. An ability to work with web publishing software such as Microsoft Front Page, and Dream Weaver

Systems Administration and Technical Support

Role (Sys Admin)	Description	Required Skills
Database Administrator		Have demonstrated programming, troubleshooting and design of database applications. Experienced in problem solving affecting relational database systems as well as developing databases for expansion and enhancement. (e.g. Oracle , DB2, MS SQL Server, Informix, Sybase, Access, etc.)

POLICIES AND PROCEDURES RELATING TO THE MANAGEMENT OF THE MASTER PRICE AGREEMENT

Role (Sys Admin)	Description	Required Skills
Data Storage Administrator		Must have at least 4 years experience in administering, configuring, and implementing the following: Storage Area Networks(SAN); Network Attached Storage(NAS); Direct Attached Storage. Specific storage types to include EMC, IBM and HP.
Intel Server Administrator	Server administration for the Windows, Novell, and Citrix environments.	Should have at least 3 years experience in server administration, software and related equipment installations, upgrades, repair and problem resolution. Must be able to coordinate activities with other micro support technicians. Certification preferred. Experience with one or more of the following disciplines: Microsoft Server 2000/2003, Netware, Exchange, Groupwise, Citrix and the various desktop operating systems.
Mainframe Systems Programmer		Must have at least 5 years experience in a mainframe operating system and communications environment. Experience with DOS/VSE/ESA, MVS, OS390, OS400
Unix Administrator	Unix administration for application servers. Able to troubleshoot operating system problems. Technical knowledge of Unix utilities and be able to support and administer Unix resources.	Must have at least 3 years progressive experience with Unix systems administration. Must have a working knowledge of shell programming, familiarity with software installation, operating system monitoring, Unix communication software and operating systems. Able to troubleshoot operating system problems. Technical knowledge of Unix utilities and be able to support and administer Unix resources; Experience with one or more of the following: HP-UX, AIX, SCO Unix, Solaris, Linux.
Sr. Unix Administrator	Unix administrator with strong skills and experience with Unix systems administration. Able to troubleshoot complex operating system problems	Must have at least 7 years progressive experience with Unix systems administration. Certification preferred. Must have a working knowledge of shell programming, software installation, operating system monitoring, performance tuning, Unix communication software and operating systems. Able to troubleshoot complex operating system problems; excellent communication skills; organized. Technical knowledge of Unix utilities and be able to support and administer Unix resources. In depth knowledge of one or more of the following: HP-UX, AIX, SCO Unix, Solaris, Linux.

APPENDIX II

POLICIES AND PROCEDURES RELATING TO THE MANAGEMENT OF THE MASTER PRICE AGREEMENT

Network Support

Role (Network)	Description	Required Skills
Junior Network Technician	Assists in network monitoring, operations, installation or maintenance with direct supervision.	Knowledge of tools, equipment, and methods used in the diagnosis of factors affecting network performance: • Understand technical hardware and software documentation. • Ability to perform routine network activities. • Knowledge of data communications and wiring standards. • Knowledge of network operating systems including Windows and Netware. • Ability to respond to help desk referrals and provide assistance with the support on the network. • Knowledge of TCP/IP, NetBEUI, IPX and related protocols. • Knowledge of SNMP tools and methods
Network Technician	Responsible for moderately complex tasks relating to network monitoring, operations, installation and maintenance with general supervision.	Minimum 3 years network experience. Must be able to: • Work with and configure frame-relay, ATM and point-to-point communication lines. • Document network, and maintain records related to the network hardware, cabling, software versions and location of equipment. • Troubleshoot dial-up, VPN and e-mail issues. • Install and program various network hardware. • Diagnose defects in network cabling and hardware. • Work independently and effectively in the absence of a supervisor. • Knowledge of Cisco IOS is a plus.
Senior Network Technician	Responsible for the most complex network tasks. May function in a lead capacity within a department or provide direction and supervision for less experienced technicians.	Minimum 6 years network experience. Must possess: • Working knowledge of Unix based operating systems including Red Hat Linux and IBM AIX • Knowledge of internet protocol (e.g. E-mail, FTP, DNS). • Knowledge of Apache web server software, MySQL database software. • An ability to work with web publishing software such as Microsoft Front Page, and Dream Weaver. • An ability to plan, cable, and install or assist in the installation of wide area networks. • An ability to configure Intrusion Detection Systems. • An ability to configure network to network and individual user based VPN accounts. • An ability to configure and work with Radius software • Working knowledge of Unix based operating systems including Red Hat Linux and IBM AIX • Knowledge of internet protocol (e.g. E-mail, FTP, DNS). • Knowledge of Apache web server software, and database software

APPENDIX II

POLICIES AND PROCEDURES RELATING TO THE MANAGEMENT OF THE MASTER PRICE AGREEMENT

Desktop Support

Role (Desktop)	Description	Required Skills
Desktop Support Technician	Support and maintenance of desktops and peripherals	Must have at least 3 years progressive experience in microcomputers, software operating systems, database management and related equipment, installations, upgrades, repair and problem resolution and design.
Help Desk Support Technician	Support of helpdesk telephone lines	Good communication skills; articulate; courteous; prior experience on a technology help desk or an understanding of the concepts of personal computer hardware and software.

Miscellaneous

Role (Miscellaneous)	Description	Required Skills
Content Developer	Gathers requirements, develops and organizes both static and dynamic content for applications or websites.	Minimum 3 years content development and management experiences. Strong interface design, organizational and writing skills.
Course Developer	Develops training material in conjunction with project delivery to teach users and administrators how to use and support system. Creates slides, student/teacher notes, examples, tutorials and so on to enhance the understanding of the product.	Minimum 3 years experience with technical training, writing, and course development.
Data Entry	Data Entry	Basic computer and typing skills.
GIS Specialist	Develops, implements and supports geographic information systems.	Minimum 3 years experience with geographic information systems.
Imaging/Document Management	Imaging/Document management specialist	Minimum 3 years experience with imaging and document management systems.
Security Analyst	Develops security plans, protocols, architecture and procedures.	Minimum 3 years experience with security technologies, including planning, architecture, policies and procedures.
Technical Writer	Produces end user support material, such as user guides, help texts, release notes, etc.	Minimum 3 years technical writing experience.
Tester	Responsible for executing testing, including test setup and execution, evaluating test execution and recovering from errors, assessing the results of tests, and logging identified defects.	Minimum of 3 years experience in application development and testing methodologies.
Trainer	Responsible for training in conjunction with project delivery.	Minimum of 3 years experience in training on specific technology required.

APPENDIX III

ROLE DEFINITIONS AND REQUIRED SKILLS BY CATEGORY

Application Delivery and Support

Role (App Dev)	Description	Required Skills
Business Analyst	Gathers and details specific application or project requirements.	Minimum of 4 years experience in gathering and documenting business requirements in technical application development settings. Must be able to describe both functional and process work flow requirements. Experience and certification in application delivery methodology strongly preferred.
Jr. Business Analyst	Gathers and details specific application or project requirements.	Same as above, with a minimum of 2 years experience in gathering and documenting business requirements in technical application development settings. Must be able to describe both functional and process workflow requirements.
Sr. Business Analyst	Same as above, plus: Specifies the business workers and entities required, and defines the responsibilities, operations, attributes, process flows and relationships necessary to realize the business objectives of the project. Produces both functional and process requirements and documentation necessary to design and build the system.	Same as above, with a minimum of 6 years experience. Must have specific experience in the development of use-case and process flow models. Experience with the UML and RUP strongly recommended.
Configuration Specialist	Configures commercial off the shelf applications (COTS) to meet specific business or requirements.	Deep understanding of specific system or technology to be configured.
Database Designer	Defines the tables, indexes, views, constraints, triggers, stored procedures, tablespaces or storage parameters, and other database-specific constructs needed to store, retrieve and delete persistent objects.	Minimum 5 years database design or administration experience with technology of choice. Specific training and certification in technology of choice may be required.
Designer (technical)	Defines the responsibilities, operations, attributes and relationships of one or several classes of objects or components, and determines how they should be adjusted to the implementation environment. Designer may have responsibility for one or more design packages or design subsystems, including classes owned by the packages or subsystems. Designer may develop messaging standards, such as xml document definitions and schemas.	Minimum 5 years technical design experience. Knowledge of both object oriented (OO) and procedural development environments. Training, education and certification in specific technology of choice may be required. For engagements utilizing a web services architecture, skills and experience in designing, developing, using or supporting XML, SOAP, WSDL, or UUDI standards may be required.
Process Architect	Gathers requirements and optimizes (re)design of business processes.	Ability to gather functional and business requirements, define existing processes, design optimized process and develop gap analysis. Knowledge and experience with process engineering methodologies such as Six Sigma, CMM, OSO or others may be required.
Programmer	Plans and develops application code to meet system requirements.	Minimum 3 years programming experience with target technology or language (COBOL, Java, C, C++, .Net, etc).
Sr. Programmer (OO)	Same as above, plus: Determines object classes and models, codes using object-oriented methodologies.	Minimum 5 years application development and programming experience with target technology or language. Familiarity with object oriented methodologies and best practices.
Project Manager	Individual who plans, executes and controls project. Develops project plan which defines	Minimum 5 years application development and project management experience. PMI

APPENDIX III

ROLE DEFINITIONS AND REQUIRED SKILLS BY CATEGORY

Role (App Dev)	Description	Required Skills
	scope, as evidenced by a work break down structure. Coordinates project activities and resources. Reports status and issues to project steering committee.	certification strongly recommended. Experience with projects of similar size and scope, methodology and technologies may be required.
Solution Architect	Defines and integrates the overall system, roles and processes for delivering the solution. Identifies primary system components, critical success factors, risks, and overall technical strategy.	Senior technical resource, with a minimum of 8 years experience in a variety of technical environments. Deep knowledge of hardware, software and data environments and application development and integration methodologies. Able to recommend technology choices based upon the benefits and risks associated with different technology alternatives. Strong executive communication skills. Technical education, certification, and training directly relevant to target environment may be required.
Systems Administrator	Maintains the development environment – both hardware and software – and is responsible for system administration, back up, etc.	Minimum 3 years systems administration experience in target environment.
System Analyst	Leads and coordinates requirements elicitation and use-case modeling by outlining the system's functionality and delimiting the system.	Minimum 3 years systems analysis experience.
System Integrator	Plan and combine system components for integrated functionality. Define interface definitions for system interoperability.	Minimum 5 years system and application development experience. Knowledge of both object oriented (OO) and procedural development environments, along with understanding of hardware, software and data environments. Training, education and certification in specific technology of choice may be required.
Tester Designer	Responsible for the planning, design, implementation, and evaluation of testing, including the generation of the test plan and test model, implementation of test procedures, and evaluation of test coverage, test results, and effectiveness.	Minimum 5 years experience in application development and testing methodologies.
UI Designer	User-Interface (UI) Designer leads and coordinates the prototyping and design of the user interface. Captures requirements on UI, including usability requirements, builds prototypes, performs review and testing sessions, and develops final implementation of the UI.	Minimum 3 years experience in user interface design and development, in target technology environment.
Web Developer	Designs and develops web applications and sites, which may include technical application and UI development.	Minimum 3 years web development experience. An ability to work with web publishing software such as Microsoft Front Page, and Dream Weaver

APPENDIX III

ROLE DEFINITIONS AND REQUIRED SKILLS BY CATEGORY

Systems Administration and Technical Support

Role (Sys Admin)	Description	Required Skills
Database Administrator		Have demonstrated programming, troubleshooting and design of database applications. Experienced in problem solving affecting relational database systems as well as developing databases for expansion and enhancement. (e.g. Oracle , DB2, MS SQL Server, Informix, Sybase, Access, etc.)
Data Storage Administrator		Must have at least 4 years experience in administering, configuring, and implementing the following: Storage Area Networks(SAN); Network Attached Storage(NAS); Direct Attached Storage. Specific storage types to include EMC, IBM and HP.
Intel Server Administrator	Server administration for the Windows, Novell, and Citrix environments.	Should have at least 3 years experience in server administration, software and related equipment installations, upgrades, repair and problem resolution. Must be able to coordinate activities with other micro support technicians. Certification preferred. Experience with one or more of the following disciplines: Microsoft Server 2000/2003, Netware, Exchange, Groupwise, Citrix and the various desktop operating systems.
Mainframe Systems Programmer		Must have at least 5 years experience in a mainframe operating system and communications environment. Experience with DOS/VSE/ESA, MVS, OS390, OS400
Unix Administrator	Unix administration for application servers. Able to troubleshoot operating system problems. Technical knowledge of Unix utilities and be able to support and administer Unix resources.	Must have at least 3 years progressive experience with Unix systems administration. Must have a working knowledge of shell programming, familiarity with software installation, operating system monitoring, Unix communication software and operating systems. Able to troubleshoot operating system problems. Technical knowledge of Unix utilities and be able to support and administer Unix resources; Experience with one or more of the following: HP-UX, AIX, SCO Unix, Solaris, Linux.

ROLE DEFINITIONS AND REQUIRED SKILLS BY CATEGORY

Sr. Unix Administrator	Unix administrator with strong skills and experience with Unix systems administration. Able to troubleshoot complex operating system problems	Must have at least 7 years progressive experience with Unix systems administration. Certification preferred. Must have a working knowledge of shell programming, software installation, operating system monitoring, performance tuning, Unix communication software and operating systems. Able to troubleshoot complex operating system problems; excellent communication skills; organized. Technical knowledge of Unix utilities and be able to support and administer Unix resources. In depth knowledge of one or more of the following: HP-UX, AIX, SCO Unix, Solaris, Linux.

APPENDIX III

ROLE DEFINITIONS AND REQUIRED SKILLS BY CATEGORY

Network Support

Role (Network)	Description	Required Skills
Junior Network Technician	Assists in network monitoring, operations, installation or maintenance with direct supervision.	Knowledge of tools, equipment, and methods used in the diagnosis of factors affecting network performance: • Understand technical hardware and software documentation. • Ability to perform routine network activities. • Knowledge of data communications and wiring standards. • Knowledge of network operating systems including Windows and Netware. • Ability to respond to help desk referrals and provide assistance with the support on the network. • Knowledge of TCP/IP, NetBEUI, IPX and related protocols. • Knowledge of SNMP tools and methods
Network Technician	Responsible for moderately complex tasks relating to network monitoring, operations, installation and maintenance with general supervision.	Minimum 3 years network experience. Must be able to: • Work with and configure frame-relay, ATM and point-to-point communication lines. • Document network, and maintain records related to the network hardware, cabling, software versions and location of equipment. • Troubleshoot dial-up, VPN and e-mail issues. • Install and program various network hardware. • Diagnose defects in network cabling and hardware. • Work independently and effectively in the absence of a supervisor. • Knowledge of Cisco IOS is a plus.
Senior Network Technician	Responsible for the most complex network tasks. May function in a lead capacity within a department or provide direction and supervision for less experienced technicians.	Minimum 6 years network experience. Must possess: • Working knowledge of Unix based operating systems including Red Hat Linux and IBM AIX • Knowledge of internet protocol (e.g. E-mail, FTP, DNS). • Knowledge of Apache web server software, MySQL database software. • An ability to work with web publishing software such as Microsoft Front Page, and Dream Weaver. • An ability to plan, cable, and install or assist in the installation of wide area networks. • An ability to configure Intrusion Detection Systems. • An ability to configure network to network and individual user based VPN accounts. • An ability to configure and work with Radius software • Working knowledge of Unix based operating systems including Red Hat Linux and IBM AIX • Knowledge of internet protocol (e.g. E-mail, FTP, DNS). • Knowledge of Apache web server software, and database software

APPENDIX III

ROLE DEFINITIONS AND REQUIRED SKILLS BY CATEGORY

Desktop Support

Role (Desktop)	Description	Required Skills
Desktop Support Technician	Support and maintenance of desktops and peripherals	Must have at least 3 years progressive experience in microcomputers, software operating systems, database management and related equipment, installations, upgrades, repair and problem resolution and design.
Help Desk Support Technician	Support of helpdesk telephone lines	Good communication skills; articulate; courteous; prior experience on a technology help desk or an understanding of the concepts of personal computer hardware and software.

APPENDIX III

ROLE DEFINITIONS AND REQUIRED SKILLS BY CATEGORY

Miscellaneous

Role (Miscellaneous)	Description	Required Skills
Content Developer	Gathers requirements, develops and organizes both static and dynamic content for applications or websites.	Minimum 3 years content development and management experiences. Strong interface design, organizational and writing skills.
Course Developer	Develops training material in conjunction with project delivery to teach users and administrators how to use and support system. Creates slides, student/teacher notes, examples, tutorials and so on to enhance the understanding of the product.	Minimum 3 years experience with technical training, writing, and course development.
Data Entry	Data Entry	Basic computer and typing skills.
GIS Specialist	Develops, implements and supports geographic information systems.	Minimum 3 years experience with geographic information systems.
Imaging/Document Management	Imaging/Document management specialist	Minimum 3 years experience with imaging and document management systems.
Security Analyst	Develops security plans, protocols, architecture and procedures.	Minimum 3 years experience with security technologies, including planning, architecture, policies and procedures.
Technical Writer	Produces end user support material, such as user guides, help texts, release notes, etc.	Minimum 3 years technical writing experience.
Tester	Responsible for executing testing, including test setup and execution, evaluating test execution and recovering from errors, assessing the results of tests, and logging identified defects.	Minimum of 3 years experience in application development and testing methodologies.
Trainer	Responsible for training in conjunction with project delivery.	Minimum of 3 years experience in training on specific technology required.