Solicitation Information
September 6, 2013

 RFP# 7505364

**TITLE: SUPPORT AND MAINTENANCE OF RHODE ISLAND CHILDREN'S INFORMATION
        SYSTEM (RICHIST)**

Submission Deadline: October 10, 2013 @ 10:00 AM (Eastern Time)

Questions concerning this solicitation must be received by the Division of
Purchases at david.francis@purchasing.ri.gov no later than **September 18, 2013 @
10:00 AM (ET).** Questions should be submitted in a *Microsoft Word attachment.*
Please reference the RFP# on all correspondence. Questions received, if any, will
be posted on the Internet as an addendum to this solicitation. It is the responsibility
of all interested parties to download this information.

SURETY REQUIRED: No

BOND REQUIRED: No

David J. Francis
Interdepartmental Project Manager

 Applicants must register on-line at the State Purchasing Website at:

 www.purchasing.ri.gov .

Note to Applicants:
Offers received without the entire completed four-page RIVP Generated Bidder
Certification Form attached may result in disqualification.

THIS PAGE IS NOT A BIDDER CERTIFICATION FORM

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SECTION 1 - INTRODUCTION AND GENERAL INFORMATION

The State of Rhode Island by and through the Department of Administration ("State") on behalf of the Department of Children, Youth and Families ("DCYF" or "Department") is seeking proposals from qualified firms to provide technical support for the maintenance and enhancement of the Rhode Island Children's Information System ("RICHIST") in accordance with the terms of this Request for Proposals, the State's General Conditions of Purchase (available on the Rhode Island Vendor Information program ("RIVIP") website at www.purchasing.ri.gov), and the Information Technology Supplemental Terms and Conditions attached hereto and made a part hereof as Exhibit 1. RICHIST is an automated, statewide system developed in conformance with federal guidelines, laws and regulations associated with Statewide Automated Child Welfare Information Systems ("SACWIS"). SACWIS' guidelines, laws and regulations (together "SACWIS laws") are available on the Internet at http://www.acf.hhs.gov/programs/cb/laws-policies

The selected bidder will provide additional necessary design, development, programming and testing services that are required to support RICHIST. The selected bidder will be awarded a two-year contract with, at the State's sole option, three optional one-year extensions

This is a Request for Proposals, not an Invitation for Bid. Responses will be evaluated on the basis of the relative merits of the proposal, in addition to price; there will be no public opening and reading of responses received by the Division of Purchases pursuant to this Request, other than to name those offerors who have submitted proposals.

INSTRUCTIONS AND NOTIFICATIONS TO OFFERORS:

1. Potential vendors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.

2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP will be rejected as being non-responsive.

3. All costs associated with developing or submitting a proposal in response to this RFP, or to provide oral or written clarification of its content shall be borne by the vendor. The State assumes no responsibility for these costs.

4. Proposals are considered to be irrevocable for a period of not less than 120 days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.

5. All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.

6. Proposals misdirected to other state locations, or which are otherwise not present in the Division at the time of opening for any cause will be determined to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the reception area of the Division.

7. It is intended that an award pursuant to this RFP will be made to a prime vendor, or prime vendors in the various categories, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered. Subcontracts are permitted, provided that their use is clearly indicated in the vendor's proposal and the subcontractor(s) to be used is identified in the proposal.

8. All proposals should include the vendor's FEIN or Social Security number as evidenced by a W9, downloadable from the Division's website at www.purchasing.ri.gov.

9. The purchase of services under an award made pursuant to this RFP will be contingent on the availability of funds.

10. Vendors are advised that all materials submitted to the State for consideration in response to this RFP will be considered to be Public Records as defined in Title 38, Chapter 2 of the General Laws of Rhode Island, without exception, and will be released for inspection immediately upon request once an award has been made.

11. Interested parties are instructed to peruse the Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP.

12. Equal Employment Opportunity (G.L. 1956 § 28-5.1-1, et seq.) – § 28-5.1-1 Declaration of policy – (a) Equal opportunity and affirmative action toward its achievement is the policy of all units of Rhode Island state government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified, and non-classified services of state employment. This policy applies to all areas where State dollars are spent, in employment, public services, grants and financial assistance, and in state licensing and regulation. For further information, contact the Rhode Island Equal Opportunity Office at (401) 222-3090.

13. In accordance with Title 7, Chapter 1.2 of the General Laws of Rhode Island, no foreign corporation, a corporation without a Rhode Island business address, shall have the right to transact business in the State until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401-222-3040). This is a requirement only of the successful vendor(s).

14. The vendor should be aware of the State's Minority Business Enterprise (MBE) requirements, which address the State's goal of ten percent (10%) participation by MBE's in all State procurements. For further information, contact the MBE Administrator at (401) 574-8253 or visit the website www.mbe.ri.gov or contact charles.newton@doa.ri.gov.

15. The services under this RFP are "work for hire," with all rights to intellectual property owned by the State. In accordance with 45 C.F.R. §§ 95.617 (a) & (b), the State maintains all ownership rights in software and modifications to RICHIST and associated documentation designed, developed or installed. The State hereby grants to the federal government, and the federal government reserves, a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for federal government purposes such software, modifications, and documentation designed, developed or installed with federal financial participation.

16. The State reserves the right to request Contractor provide various reports including, but not limited to, status and budgetary reports.

17. Pursuant to 45 C.F.R. § 95.615, the federal government shall have the right to access the system and records, including but not limited to, project records, including vendor records, associated with the project.

18. The State requires background national (BCI) checks performed at the Contractor's expense, prior to individuals beginning work and dated within ninety (90) days of the individual beginning work on this project.

19. The Contractor must adhere to: (1) all applicable DoIT policies including, but not limited to, the Acceptable Use Policy attached hereto and made a part hereof as Exhibit 2 and the Rhode Island Division of Information Technology Enterprise Change Management Charter attached hereto and made a part hereof as Exhibit 3; and, (2) all applicable DCYF policies, rules and regulations. The

Contractor must also adhere to all applicable State and federal laws, rules and regulations including, but not limited to, the Health Insurance Portability and Accountability Act and its regulations, as amended ("HIPAA"); R.I. Gen. Laws § 23-6-17, as amended; R.I. Gen. Laws § 40.1-5-26, as amended; R.I. Gen. Laws Title 5, Chapter 37.3, as amended; SACWIS' laws, as amended; R.I. Gen. Laws § 42-72-8, as amended; 42 U.S.C. § 671(a)(8), as amended and 42 C.F.R Chapter I, Subchapter A Part 2, as amended.

20. Security requirements for State projects must comply with current computer/network best practices. These best practices are defined by NIST (www.nist.gov) Document 800-53, along with other NIST documents. The Contractor must comply with all applicable NIST security standards and DoIT policies.

21. No data shall be removed from or used by Vendor offsite of State or Department property.

22. The Contractor warrants that it has the necessary licenses, clearances and certifications needed to perform the services required by this Request and such services will only be performed by its employees who have such necessary licenses, clearances and certifications.

23. The Contractor and its employees shall be required to sign non-disclosure agreement(s). The Contractor may also be required sign a HIPAA Business Associate Agreement.

24. Bidders are advised that all materials submitted to the State for consideration in response to this Request for Proposals will be considered to be public records, as defined in Title 38 Chapter 2 of the Rhode Island General Laws, without exception, and will be released for inspection immediately upon request, once an award has been made.

25. The Contractor shall have the following insurance:

Throughout the Term of the Agreement the Contractor and any subcontractor shall procure and maintain, at its own cost and expense, and provide annually to the State, insurance policies in the amounts prescribed and as required in Paragraph #31 of the State of Rhode Island's General Terms and Conditions of Purchase and as required in this RFP. Such insurance policies, unless otherwise specified shall name the State as an additional insured as required by the Request. Contractor shall not name the State as an additional insured in policies of workers compensation and employers liability and employee dishonesty. Contractor shall procure and maintain at its own expense, and provide annually to the State, certificates of insurance evidencing the following insurance:

a. Commercial General Liability Insurance policy based on Insurance Service Office (ISO) policy forms or equivalent forms with the following minimum coverage with respect to the Services and other operations performed pursuant to this Agreement by Contractor, its employees, agents and its invitees:Bodily Injury and Property Damage $1,000,000 each occurrence and $1,000,000 aggregate Products and Completed Operations $1,000,000 each occurrence and $1,000,000 aggregate Independent Contractors $1,000,000 each occurrence Personal and Advertising Injury $1,000,000 each occurrence

b. Vehicle liability for any owned, leased, non-owned or hired vehicle operated by anyone with the permission of the Contractor or sub-contractor using ISO forms or equivalent Combined Single Limit $1,000,000 each occurrence

c. Workers Compensation insurance for contractor and any subcontractor as required by applicable federal and State law, including employer's liability; Employer Liability $500,000 each accident / Disease limit each employee $500,000 each accident / Disease policy limit $500,000 each accident

d. Technology Errors and Omissions Insurance to include:

Errors and Omissions, Product Failure, Security Failure, Professional Liability and Personal Injury with a limit of $1,000,000 each occurrence and $1,000,000 in the aggregate.

If the Technology Errors and Omissions Insurance is on a claims made basis, the loss retroactive date must precede the date of inception of the Agreement, and coverage must be maintained in full force for three years upon termination of the work. Insured will include any individual who is an agent or independent contractor while acting within the scope of his or her contract with the named insured under this agreement.

e. Commercial Crime Policy covering all of contractor's officers and employees with a limit of $1,000,000 for Employee Theft; $1,000,000 for Computer Fraud and $1,000,000 Funds Transfer Fraud all per occurrence and annual aggregate. Contractor shall make the State a joint loss payee for their respective interests during the term of the agreement.

f. Hold Harmless and Indemnification: To the full extent of Rhode Island law, the contractor agrees to indemnify, defend and hold harmless the State, its officers, representatives, agents, servants, employees and successors from any liability, damages, claims and or losses arising from the performance of the contractor, its agents or employees, including all costs, expenses and attorneys fees which in any manner result from or arise out of this agreement. The contractor's obligations to indemnify, defend and hold harmless extend to the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract to which the contractor is not the patentee, assignee or licensee. The contractor shall reimburse the State for any and all damages to the real or personal property of the State including costs associated with recreating data caused by the acts of the contractor, its agents or employees. The State shall give reasonable notice of any such claim. The contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the contract, without being lessened or compromised in any way, even where the contractor is alleged or is found to merely contributed in part to the acts giving rise to the claims and/or where the State is alleged or is found to have contributed to the acts giving rise to the claims.

h. Contractor shall submit to the State a copy of each policy's endorsement evidencing the State as an additional insured.

i. Contractor agrees to release right of recovery against the State and seek a waiver of subrogation by any insurer of Contractor.

j. A provision that Contractor's insurance shall be primary as respect to any insurance, self-insurance or self-retention maintained by the State shall be in excess of the Contractor's insurance and shall not contribute.

k. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal without thirty (30) days written notice from the Contractor or its insurer(s) to the State. Any failure to comply with the reporting provisions shall be grounds for termination of the agreement.

l. Insurance coverage required under this agreement shall be obtained from insurance companies acceptable to the State. The Contractor shall pay all deductibles, self-insured retentions and/or self-insurance. The Contractor shall disclose to State the amount of any deductible, self-insured retention and/or self-insurance. The State reserves the right to reject any such insurance as non-complying based on the amount of the deductible, self-insured retention and/or self-insurance.

The Purchasing Agent reserves the right to consider and accept alternative forms and plans of insurance or to require additional or more extensive coverage for any individual requirement.

Before issuance of a Purchase Order by the State, Contractor shall be required to provide to State a performance bond in the amount of One Million ($1,000,000.00) Dollars, in a form reasonably acceptable to State.

26. Contractor agrees that the services under this Request are very important to the citizens of the State of Rhode Island and must be continued without interruption and that upon contract expiration or termination a successor, whether a governmental agency, State or another private entity, may continue them. Prior to the end of the contract term or any renewal period and for up to sixty (60) days thereafter the Contractor agrees to make an orderly transition of the services hereunder and to perform any and all tasks in good faith that are necessary to preserve the integrity of RICHIST. Contractor shall be entitled to receive the ordinary and usual compensation during such transition period.

27. The successful Contractor shall be required to provide to the State annually on each anniversary date of the agreement the financial statements required by Section 4 A.2.3.3 of the Request.

SECTION 2 - BACKGROUND

This section outlines the functional and technical characteristics of RICHIST.

RICHIST operates in a client-server environment with access through Windows-based desk-top computers. The system was implemented in August 1997, and supports more than 750 users who are responsible for providing services to more than 10,000 children and families on an annual basis. The purpose of RICHIST is to improve service delivery to children and families in Rhode Island through access to automated case information on clients, providers, and staff.

2 A. FUNCTIONAL FEATURES:

The work of DCYF is carried out through an organizational structure that supports about 750 employees:

Department of Children, Youth and Families

Figure 2-1

There are four major functions of RICHIST to enable the Department to do its work. A fifth, interfaces, supports the Department's business processes with other state agencies.

     2 A.1 The Service Management Module includes each of the major processes utilized by casework staff to perform case management tasks; specifically:

- Child abuse and neglect hotline
- Child abuse and neglect investigations
- Intake and case opening
- Family services, in-home and placement
- Adoption
- Risk and needs assessment

- Documentation
- Juvenile probation
- Rhode Island Training School
- Children's Behavioral Health

2 A.2 The Financial Management Module allows staff in the fiscal office to carry out these responsibilities:

- Payment processing (payrolls)
- Eligibility determination
- Reimbursement
- Trust account management
- Foster care rate setting
- Budgeting, fiscal control, audit

2 A.3 The Provider Management Module incorporates the processes that relate to doing business with the Department's various providers:

- Contracting
- Licensing
- Resource directory
- Home provider maintenance
- Private provider maintenance
- Services maintenance
- Foster parent recruitment and training

2 A.4 The Common Module features applications that comprise the RICHIST infrastructure:

- Person management
- Worker assignment
- Worker management
- Search
- Automated messaging
- Security
- Systems help and policy maintenance
- Person and case merges

2 A.5 RICHIST has automated interfaces with the Department of Administration and the Department of Human Services, as well as the Family Court.

RICHIST has a number of automated interfaces with the Department of Administration, the Department of Human Services, the Family Court, and some private provider organizations.

- <u>RIFANS System for payroll processing</u>
    - Supports the exchange of information with RIFANS.
    - RICHIST processes seven separate payrolls for transmission to RIFANS. They are: Non-Delegated Authority Payroll, Delegated Purchase Authority Payroll, Birthday Payroll, Christmas Payroll, Clothing Payroll, Foster Parent Payroll, and Contract Vendor Payroll.
    - While each payroll runs with a different frequency and contains different information from the others, many of the same modules are used in generating the payment transactions.
    - Three pieces of software are used to allow the transfer of files to and from the State's mainframe systems: Microsoft Host Integration Server acts as the gateway to allow workers to use Attachmate Extra!, via 3270 emulation, to connect to the State's mainframe system. BIMPC software is used in conjunction with Extra! to provide file transfer capability to the mainframe.

- InRHODES for Medicaid eligibility, child welfare eligibility, child support, and service provision
  - RICHIST/InRHODES interface encompasses the functionality required to maintain shared and exchanged data between the two systems.
  - Shared data is data not clearly owned by either system. As such, the primary interface for shared data is a messaging facility rather than direct database updates. Data clearly owned by a system can be updated directly in the other system's database.
  - Attachmate Extra is used to start a job on the IBM mainframe at the Enterprise Operations Center in Warwick.   A Windows server, running Host Integration Server is used to connect to the IBM mainframe.

- Medicaid Management Information System for payment authorizations
  - The RICHIST/MMIS interface provides the functionality to exchange information with the State's Medicaid Management Information System.
  - The interface consists of four distinct modules that help to maintain up-to-date information on Medicaid payment authorizations, Medicaid payment history, and Medicaid providers.
  - DCYF requires this data to authorize Title XIX services, properly bill for Federal reimbursement, reconcile services authorized against those performed, and help in the evaluation of treatment plan effectiveness.
  - There are currently two methods for communicating with MMIS. The nightly medical authorization extract and returned error report are transmitted to the HP/MMIS through a secure FTP site.

- Family Court for client-specific court information

  - The Court System interface provides a nightly file to DCYF containing information on cases relevant to families receiving services from DCYF. Data from this file is matched to person records in RICHIST. Once court data is linked to the RICHIST record, it is read-only.

RICHIST also supports the provision of all federal reports relating to AFCARS (Adoption and Foster Care Analysis Reporting System), NCANDS (National Child Abuse and Neglect Data System) and NYTD (National Youth in Transition Database).

2 B. SYSTEM OVERVIEW / TECHNICAL FEATURES

The underpinnings of RICHIST are seen through its software and hardware, database and network, reports and report-writing tools.

***System Overview*:**

The original client portion of the RICHIST application was built using PowerBuilder 4.0 (with the Advanced PowerBuilder Object Library (APOL)) in a Windows 95 environment. Over time, RICHIST has been upgraded to PowerBuilder 8.0.3. MicroFocus COBOL and Hyperion SQR are utilized for batch programs. Reports are written using MicroFocus COBOL, Hyperion SQR and Sybase Infomaker.

The department is in the process of upgrading and migrating their current network and application hardware and software. The migrations include a move from the HP-UX environment for the RICHIST application on the HP 7410 Server (Friendship Street location) to a Suse Linux environment on a VmWare server at the Enterprise Operations Center (state data center) in Warwick. The database engine will be upgrading to Sybase 15.

The RICHIST Application is in the process of being fully migrated to PowerBuilder 12.5. Batch programs have been rewritten to use Linux scripting and Oracle SQR 11. Reports have been migrated to use Oracle SQR 11 and Infomaker 12.5.

The server used to store RICHIST data is an HP 7410 UNIX server. The HP server currently runs HP-UX 11.11. The RICHIST database exists on the HP server located at DCYF offices in Providence (Friendship Street location). The database utilized is Sybase System 12.5.0.3.

Currently, client access to the database, network, and printing functions is controlled by file servers running Novell Netware 5.1. The file servers and routers provide the link between the UNIX servers and the Client workstation. The majority of remote RICHIST sites are interconnected through a Verizon frame relay cloud. There are also a small number of users that have VPN or dial-up access to the network. Smaller DCYF offices use thin-client PCs with Microsoft Terminal Services.

Clients access the database, network and printing functions will be upgraded to Novell 6.5 and GroupWise 8. Eventually, database access, network and printing functions will be migrated to Microsoft Active Directory (AD). It is the goal of IT to migrate the vast majority of staff to the Terminal Server environment. The majority of remote sites are interconnected through the state 150 Mb Verizon Sonet at Pastore and are interconnected through a Verizon frame relay cloud. The DCYF's main location at 101 Friendship Street is connected through a Cox Metro E to Department of Administration with twin Frame Relay circuits as backup. There are also a number of Network of Care providers that access the State / DCYF network and RICHIST via a Cox managed VPN. The state is awaiting OSHEAN to finish construction of a 10 gigabit Ethernet connection out of Pastore. There are also a small number of users that have VPN access.

Interfaces link RICHIST to external organizations' information systems such as RI-FANS and Medicaid Management Information System (MMIS). The transfer of data is crucial in keeping RICHIST information current and factual. Several financial and person maintenance features rely on the interfaces to function properly.

Technical Features

LINUX Servers

Batch Processing
Batch process such as Linux scripts, SQR batch programs and reports and Sybase command files are run within the automated scheduling tool, Workforce Automation (aka: formerly Autosys) from Computer Associates. Batch processes such as MicroFocus COBOL programs, SQR reports and Sybase command files are run within the automated scheduling tool, Autosys.

LINUX Directory Structure
Files accessed from the Linux servers are stored on an EMC SAN. Sybase uses both the Linux file system and the raw logical devices to support the application. Files accessed from the LINUX servers are stored on a RAID-0+1 disk array. Sybase uses both the LINUX file system and raw logical devices to support the application.

Database Server
Sybase 15, version 15.7, is the relational database used to store RICHIST data. Sybase data is stored on a virtual disk array located at the Enterprise Operations Center in Warwick, RI. The communications protocol used to communicate with Sybase is TCP/IP.
The current system runs Sybase System 12, version 12.5.0.3, is the relational database used to store RICHIST data. Sybase data is stored on the disk array located on the 5th floor of Friendship Street. The communication protocol used to communicate with Sybase is TCP/IP.

Backup
The Linux servers are backed up on a EMC StoreServer via Disk to Disk storage. Database backup routines include hourly incremental backup of the Sybase transaction log as well as a nightly production database dump to the LINUX file system. Each night the database dumps are stored on the EMC StoreServer. Additionally, the EMC StoreServer backups files / servers on a monthly basis to LTO tapes which are stored offsite at Iron Mountain.

Currently, the UNIX servers are supplied with a tape library for data storage and backup purposes. Database backup routines include an hourly incremental backup of the Sybase transaction log as well as a nightly production database dump to the UNIX filesystem. Each night DataProtector, HP's graphical backup software, backs up all the data/files on the filesystems to the UNIX tape library. Additionally, DataProtector maintains it own database about the information stored on each tape. In addition to the DataProtector backup, the nightly database dumps are stored to a single 4mm DDS4/DAT72 tape drive using HP's fbackup command. The second backup is done for redundancy purposes and for easily transferring files to the HP-UX backup systems.

Novell File Servers

Office Automation
Microsoft Word documents generated by RICHIST are stored on a single VmWare file server at the EOC, in Warwick. Rhode Island. When cases are assigned to regional staff, the documents are transferred to the new location along with the assignment.

GroupWise
Currently, all GroupWise messages are stored on the Novell servers; this includes e-mail created by DCYF staff, as well as, automated e-mail generated by the RICHIST application.
Moving forward, the RICHIST application will have separate functionality to replace the GW email and will have little or no integration with GroupWise or any other email packages.

Windows Fat Client Workstations

Sybase Open Client software resides on the client PC to allow the RICHIST application to access the Sybase database. Sybase Open Client uses TCP/IP to connect to the Sybase database on the UNIX servers.

Windows Thin Client Workstations
The workstation contains an image with an icon that redirects to the Microsoft Terminal Server Farm. That access allows the client to access the RICHIST application and the Sybase database as well as all supporting applications (ie, MS Office, GroupWise, etc).

The Closet Client
The closet client is a PC running a PowerBuilder application that is responsible for generating automated GroupWise e-mail messages. This functionality is currently being developed to be maintained with the RICHIST application or a similar PowerBuilder application, therefore negating the need for the closet client.

Reports

RICHIST reporting falls under three different process categories: Scheduled Production Reporting, On-demand or "Canned" Reporting and Ad-hoc Reporting. All of these reports involve the use of data from the Production database.

Scheduled production reports are run on the UNIX server and produced directly from the RICHIST database. These reports were written in Microfocus COBOL or Hyperion SQR. Most reports are

produced automatically in scheduled production cycles without any action required on the part of the user or operations staff.   Reports are then automatically e-mailed to the user(s).

Reports have been rewritten and migrated to use Oracle SQR 11 and Infomaker 12.5.in the new Linux environment.

On-demand SQR reports must be submitted to the operations staff and added to the nightly batch schedule.   On-demand Infomaker reports are available on users' desktops. Infomaker reports are developed by the report development team and distributed in a compiled format. End-users do not have access to the Infomaker report writer development environment.

SECTION 3 - SCOPE OF WORK

3.A RICHIST ORGANIZATION/MAJOR TASKS

DoIT manages all RICHIST operations. Presently, there are approximately 18 State staff and 10 contractor staff supporting all operations. The following chart shows the structure of the support organization:

Figure 3 - 1

System Maintenance: 12		**Field Support: 8**	
State -	3	State - 8	
Contractor -	9		
Operations: 3		**Network Support: 5**	
State -	2	State -	5
Contractor -	1		

System Maintenance function is responsible for the maintenance and enhancement of the RICHIST application. The System Maintenance function is divided into four sections: design, development, testing and reports.

The design team is responsible for maintaining a log of all change requests and their current status. Once change requests are prioritized by Department staff, the design team is responsible for writing detailed design documents which will be used by the development team. During this process, designers meet with the end users to clarify the design requirements and to obtain approval of the conceptual design change. Once a detailed design document is approved by the users, the designer will meet with

the developer to review the design. The designer may also be required to modify the design during the development stage if problems are identified by the developer.

The designer is also responsible for updating the system documentation and design documentation to reflect the new functionality. The design team is also responsible for providing analytical assistance to the development team in the identification and resolution of defects.

The development team is responsible for all programming changes made to the application. This includes on-line and batch programs. The development team simultaneously maintains multiple versions of the application code including: the production version, the production version plus defects currently being corrected, and the next release of the application.

The developer typically works with the designer at various stages of the design and development process to ensure that the requested changes meet the needs of the end user and are programmatically efficient. Upon completion of development, the developer performs basic unit testing of the changes, then sends the changed module to the test team for more through testing. Upon completion of the testing phase, the development team migrates changes into the production environment in coordination with the Operations Unit.

The development team is also responsible for processing defects and work orders. This includes maintaining a log of all reported defects and their current status. Work orders are sent to the development team from the RICHIST Help Desk. Work orders generally involve correcting converted data that does not pass on-line edit checks.

The test team is responsible for developing and executing detailed test scripts to test changes in the functionality of the application. The test team is also responsible for conducting regression testing (full system testing) when major changes are made to the application. Regression testing includes testing every window in the application. In addition, the test team will also perform testing on corrected defects. The test team must approve all coding changes before the change is released into the production environment.

The report team is responsible for designing, developing, and testing reports. Report requests are prioritized by the department. The report team is also responsible for correcting any defects that are identified with reports that are in production. Upon completion, the reporting team coordinates the migration of reports into production with the Operations Unit.

Operation functions assure that all databases are up-to-date and synchronized. The Operations group is responsible for scheduling and monitoring the daily batch production cycle, daily maintenance and backup of the Sybase databases, and routine maintenance of the HP UNIX hardware. The Operations group is responsible for planning and implementing hardware and software upgrades for the HP hardware and Sybase database. The Operations group is also responsible for maintaining the development server, the disaster recovery server and the disaster recovery plan.

The batch programs scheduled and monitored by the Operations group include all reports, interfaces, and payroll programs. Batch scheduling is achieved using the Computer Associates Autosys batch scheduler. Autosys information on batch runs is stored in a Sybase database and accessed through this program. The purpose of this program is to execute batch runs and reports and specify their output locations.

The database administration function consists of the following duties:

- Verify adequate space for database growth.
- Synchronize disk space changes of the production database to all test databases.
- Maintain UNIX and Sybase user lists and passwords.
- Verify database integrity.
- Perform periodic maintenance and tuning of the SQL server.
- Monitor performance of the SQL server.

- Kill process(es) or user(s) that are locking the RICHIST Application.
- Test and implement database changes related to new releases of the RICHIST application.
- Database backup and restore.

Field support activities incorporate a centralized Help Desk, on-site system support technicians, and computer training activities for RICHIST's 750 users. The majority of user calls for assistance are handled via system support technicians providing on-site support. The Help Desk provides a backup resource to field staff and on-site support personnel as they work closely with design, development and testing staff to resolve more complex issues. The goal of Field Support Services is to provide users with the knowledge and skills required to utilize the computer tools made available to them, as well as, to provide quick access to knowledgeable persons who can assist them with problems they may encounter while using these new technologies.

Network support personnel maintain the client workstation hardware, commercial software applications, printers, GroupWise e-mail system, local area network (LAN) cabling, LAN connection hardware, LAN servers, LAN operating systems, wide area network (WAN) connections, and WAN connection hardware. They are based at the larger offices for providing fast response to support needs. The smaller offices are supported by specific Network Specialists at geographically close offices. They work closely with Field Support Services to troubleshoot and correct problems relating to the areas mentioned and support the Help Desk software. Providing users instructions on how to perform certain tasks in commercial software applications is another of their roles.

The Network Support Team is responsible for the backup and off-site storage of data on the Novell and Windows servers. This includes the e-mail databases and RICHIST text documents. They work with the Operations Team to facilitate interfaces utilizing the Windows 2003 server and provide access to systems such as the Family Court System, RIFANS, and InRHODES. They are responsible for installing RICHIST on client workstations, coordinating the updating of RICHIST with the System Maintenance Team, and assuring an adequate connection to the RICHIST database via TCP/IP.

The Vendor(s) who is awarded the support and maintenance contract will need to fulfill specific tasks associated with the functions described above. Vendor will work in a team setting, with overall direction to Vendor provided by the State. The general attributes of this approach are described below:

Working Environment

The maintenance and support services required under this RFP deal primarily with the system maintenance functions, although coordination is required among all functions. In many instances, a member(s) of one team will be called to work with another. Vendor staff procured through this RFP will be supervised by a Project Manager designated by the Vendor (the project manager role is an additional responsibility and is not a full-time position). The Vendor's Project Manager reports to the DoIT Agency IT Manager at DCYF, who manages the State's contract for the RFP services. Coordination and cohesion are achieved through status meetings, progress reports, and other communication mechanisms (e.g., e-mail, ad hoc meetings). Most RICHIST staff is co-located in the Providence office. Some are at other department sites. The State provides all office space and equipment (telephones, computers, software, fax machines, etc).

3 B. SYSTEM CHANGES

Since implementation in the summer and fall of 1997, there have been several major releases of the RICHIST application annually. Many of the changes included new designs for existing modules (e.g., court activity, case plans, foster care rate assessments, Rhode Island Training School). Others involved processing changes to batches as well as common module workflows (e.g., ticklers, approvals). Many new reports accompanied the releases. The RICHIST Team has been completing 3-4 major releases per year along with a number of smaller releases.

Software upgrades are now in process for Sybase 15, PowerBuilder 12.5, VmWare and Microsoft Active Directory. Additionally, hardware upgrades are also underway to move to the State's Data Center also know as the Enterprise Operations Center in Warwick. The hardware upgrades are a move to HP blades with Intel processors. Any upgrades not completed before the end of the existing maintenance contract will become tasks for completion under the new maintenance contract.

So that bidders can understand the types of changes that may be undertaken in future years, the following list outlines some of the activities that are envisioned at this time. This list only represents a small sampling of tasks and does not represent the full compliment of activities that will require contracted and state staff assistance.

Technical
• Software upgrades for Sybase, HP-UX to Suse Linux, PowerBuilder, GroupWise, Novell, MS AD.
• Implementation of web services functionality to enhance and streamline the sharing of information within the health and human service agencies.
• RICHIST modifications associated with a migration from a Novell 5.1/Groupwise environment to a Windows 2003/2008 environment.

Interfaces
• Modifications to existing interfaces or development of new interfaces as needed to communicate with the human resource and budgeting modules of RI-FANS, MMIS, and InRhodes
• Modifications to existing interfaces as needed to comply with the Health Insurance Portability and Accountability Act (HIPAA).
• Interface with the Department of Human Services to provide access to assessment and case planning data to private providers.
• New Interfaces with Department of Corrections and Rhode Island Department of Education are being designed to be implemented after the application and network upgrades are complete.

Case Work
• Redesign of Service Plan windows to improve documentation of case planning activities.

Medical
• Modifications to existing windows as needed to comply with the Health Insurance Portability and Accountability Act (HIPAA) and to provide a historical view of medical records.
• Analysis and recommendations to enhance RICHIST medical data through interfaces with systems at the Department of Health and/or Department of Human Services.

3C. NEEDED SUPPORT

The State requests that the Vendor provide up to fourteen (14) qualified and experienced individuals to be in support positions for the functions listed below. The State may reduce the number of positions to meet budgetary constraints. Transition must occur by January 31, 2014. Transition may start on or around December 1, 2013.

The proposed individuals will work on a time-only basis taking direction from Vendor's Project Manager who will receive direction from the State. Contractors may work up to 40 hours per week, but are not to exceed 1750 hours per year. State offices are closed on all State-recognized holidays. The Vendor must provide a transition plan (if applicable) so that a turnover of existing contractor staff does not disrupt current operations.

Fully-loaded hourly rates for each person must be provided in the Cost Proposal. Due to the length of time needed for new staff to become proficient, the State expects that approved contractor staff will be assigned to RICHIST for not less than one year. Any internal turnover of staff must be approved by the State.

3C.1 Identification of Needed Services:

System Maintenance: Up to fourteen persons to perform an array of programming and technical tasks to support and enhance the RICHIST application, as follows:

- 2 PowerBuilder programmers including an <u>on-line development team leader</u>; knowledge of PB 8.0/11.0; knowledge of relational databases; strong SQL skills and experience; ability to learn Infomaker and SQR report tools. Prior experience in PB development is required. Prior experience in using APOL is desirable. At least 2 years experience in SACWIS development/maintenance is required for team leader. Prior SACWIS experience is desirable for other team members. Examples of work are: correct defects in PowerBuilder code, develop new on-line functionality based upon approved designs, provide technical assistance to the Help Desk staff, write SQL to assist with data clean-up issues.

- 3 Report Programmers including a <u>report development team leader</u>; knowledge of SQR or other report-writing tools; knowledge of relational databases; strong SQL skills and experience; SQR, Infomaker experience preferred; Sybase knowledge and DBA experience helpful. Prior experience in developing and executing reports is necessary. At least 2 years experience in SACWIS report development/maintenance is required for team leader.   Prior SACWIS experience is desirable for other team members. Examples of work are: modifying existing reports to correct defects or provide additional information; developing new reports; writing SQL to assist with data clean-up issues.

- 5 Business Analysts including a <u>design team leader</u> and a <u>testing team leader</u>; knowledge of human service and organizational business processes; knowledge of database and report design work; knowledge of testing methodologies; strong analytical skills; strong ability in translating user needs into application enhancements; strong interpersonal skills. Prior experience in design and/or testing is necessary. At least 2 years experience in SACWIS development/maintenance is required for team leaders. Prior SACWIS experience is desirable for other team members. Examples of work are: conducting user assessment meetings; writing detailed design change documents; updating detailed design documents, writing test plans; conducting system testing; writing report designs; testing reports.

- 2 Network / PC Support staff; Advanced knowledge of Active Directory, VmWare, GroupWise 8, MS Office Products. Desktop PCs running operating systems ranging from Windows XP to Windows 7, Servers running operating systems ranging from Windows 2003 to Windows 2008. Imaging of PCs, thin client access points and laptops, and ProofPoint Encryption software. Knowledge of Novell Netware 6.5.

- 2 Network / PC Support staff; Intermediate knowledge of Active Directory, VmWare, GroupWise 8, MS Office Products. Desktop PCs running operating systems ranging from Windows XP to Windows 7, Servers running operating systems ranging from Windows 2003 to Windows 2008. Imaging of PCs, thin client access points and laptops, and ProofPoint Encryption software. Knowledge of Novell Netware 6.5.

3C.2. Commitment to Longevity

In order to maintain continuity, efficiency, and uninterrupted RICHIST functioning, the Vendor must state unequivocally that staff it proposes, if acceptable to the State, will remain as RICHIST support for at least one year. Exceptions to this condition are an employee's death, serious illness (including family illness), termination of employment with the company, or a request by the State to the Vendor Project Manager that a person be discontinued.

3C3. Preparation of Transition Schedule Plan for Entrance and Exit

The Vendor must show how the proposed staff will be eased into their support roles and tasks to replace current contractor staff. The goal should be an expedient process for assuming work responsibilities without a disruption of current processes in as swift and as cost-effective manner as possible. Equally important to the Department is that the current attributes of teamwork and collegiality be maintained. The costs associated with the transition must be presented in the Cost Proposal. A Gantt chart outlining the precise steps of the transition process must accompany the plan.

SECTION 4: TECHNICAL PROPOSAL

Narrative and format: The separate technical proposal should address specifically each of the required elements:

This section describes the minimum information requirements, format, and required forms to be in each proposal submitted in response to this RFP. The Vendor must submit distinct technical and cost proposals.

A separate **Technical Proposal** must include the following:

- Section 1: Transmittal Letter.
- Section 2: Executive Summary
- Section 3: Vendor Background and Experience
- Section 4: Staffing for RICHIST Support
- Section 5: Commitment to Staff Longevity
- Section 6: Transition Schedule

Proposals must be prepared simply and economically, providing a concise description of the Vendor's ability to satisfy each of the requirements of this RFP. Vendors are encouraged to limit the size of their technical proposals and prepare them in the prescribed format described in this section. Proposals that do not follow the format will be considered non-responsive and rejected from further consideration. Any other information thought to be relevant, but not applicable to the prescribed format, must be provided as a separate appendix to the Technical Proposal.

4 A. TECHNICAL PROPOSAL

4 A.1   General Requirements

All proposals must include all work required of the Vendor as specified in this RFP. The selection procedure for this procurement requires that the comprehensive evaluation of the Technical Proposal be conducted before the Cost Proposal is opened and distributed to the evaluation committee. **Consequently, each proposal must be separately sealed when submitted**.

4 A.2 Technical Proposal Contents

Proposals must contain the following materials in the order they appear below. **There cannot be any reference to cost in the Technical Proposal.**

4 A.2.1 Transmittal Letter (no points)

The transmittal letter must be submitted on the Vendor's official business letterhead, and should describe all the materials and enclosures being forwarded as a response to this RFP. The letter must be signed by an individual authorized to commit the company to the scope of work proposed.

The Transmittal Letter must also include the following items: identification of the bidder's corporation or other legal entity and all subcontractors; a statement of Affirmative Action that the bidder does not discriminate on the basis of race, color, religion, age, sex, marital status, political affiliation, national origin, or handicap and complies with all applicable provisions of the American With Disabilities Act; a statement that no pricing or cost information has been provided in the Technical Proposal; a statement identifying all amendments to the RFP received by the bidder (if no amendments have been received, a statement to that effect should be included); a statement that the bidder unconditionally accepts all the mandatory requirements, responsibilities, and terms and conditions of the RFP.

All other Vendor certifications and agreements shall be made through the completion of forms contained in Appendix A:

- Declaration of the Proposal Effective Period
- Certification of the Independent Price Determination and Authorization to Sign
- Certification Regarding Warranty Against Brokers' Fees
- Certification Regarding Lobbying
- Certification Drug-Free Work Place Requirements
- Declaration Regarding the Use of Subcontractors
- Subcontractor's Declaration

- Responsibilities Under Section 504 of the Rehabilitation Act of 1973

There are two optional forms on the use of subcontractors which should be completed only if the bid includes a subcontractor arrangement. The certification number for any Minority Business Enterprises included in the bid should be identified on these forms.

The original of the Transmittal Letter shall be submitted in a separate, sealed envelope accompanying the original complete set of the Technical Proposal.

All other copies of the Transmittal letter shall be bound into the copies of the proposal.

4 A.2.2 Executive Summary (no points)

The Executive Summary must condense and highlight the contents of the Technical Proposal in such a way as to provide the evaluation committee with a broad understanding of the Vendor's entire proposal. No reference to the Cost Proposal should be included in the Executive Summary.

Vendors must summarize their understanding of the problem being addressed by this RFP, the objectives, and scope of work. The Executive Summary must contain a cross-reference to all numbered sections of this RFP to the appropriate section of the Vendor's proposal response. The Executive Summary must not exceed 10 pages, exclusive of the cross-reference.

4 A.2.3 Corporate Background and Experience (18 points)

The Vendor Background and Experience section must include for the Vendor and each subcontractor: details of the background of the company, its organization, its size and resources, details of corporate experience relevant the proposed contract, and a list of current or recent systems maintenance projects. The state is looking for organizations with experience in supporting child welfare systems of this type, using, MS Active Directory, VmWare, Novell / GroupWise, PowerBuilder 12.5, Oracle SQR, various reporting tools, and a strong background in relational databases (SYBASE preferred). The Vendor must also demonstrate expertise in business analysis and human service systems. The Vendor should also provide examples of projects in which it has participated in the type of system management model described in Section 3 A.

The details of the background of the corporation and each subcontractor, its size, and resources, must cover: full name and address of organization; date organization established; legal status of the organization (corporation public or private, partnership, subsidiary, and so forth, including any previous names by which the company may have conducted business), staffing levels over past three years; corporate resources and availability.

Vendors must use the Corporate Background and Experience form in Appendix 1.

The Vendor should describe its experience within the last five years relevant to projects of the scope of this project:

- Child welfare or human services systems support and maintenance
- Other government and private organization support and maintenance
- Business analysis efforts in child welfare or human services organizations
- Business analysis efforts in other areas of government and private organizations

For each project, the Vendor must provide a customer reference (name, title, address and current phone number). Each project description should be limited to two pages. The Vendor must provide a minimum of five (5) references, including government projects, which the State may contact to verify the quality of the work by Vendor.

Vendor must disclose the details of any claims or litigation arising out of such projects/implementations.

4 A.3   Staffing For RICHIST Support (35 points)

This section describes the requirements for staffing RICHIST. The Vendor must describe the personnel it will assign. These staff will include the following:

- 2 PowerBuilder programmers including an <u>on-line development team leader</u>; knowledge of PB 8.0/12.5; knowledge of relational databases; strong SQL skills and experience; ability to learn Infomaker and SQR report tools. Prior experience in PB development is required. Prior experience in using APOL is desirable. At least 2 years experience in SACWIS development/maintenance is required for team leader. Prior SACWIS experience is desirable for other team members. Examples of work are: correct defects in PowerBuilder code, develop new on-line functionality based upon approved designs, provide technical assistance to the Help Desk staff, write SQL to assist with data clean-up issues.

- 3 Report Programmers including a <u>report development team leader</u>; knowledge of SQR or other report-writing tools; knowledge of relational databases; strong SQL skills and experience; SQR and Infomaker experience preferred; Sybase knowledge and DBA experience required for one programmer. . Prior experience in developing and executing reports is necessary. At least 2 years experience in SACWIS report development/maintenance is required for team leader. Prior SACWIS experience is desirable for other team members. Examples of work are: modifying existing reports to correct defects or provide additional information; developing new reports; writing SQL to assist with data clean-up issues.

- 5 Business Analysts including a <u>design team leader</u> and a <u>testing team leader</u>; knowledge of human service and organizational business processes; knowledge of database and report design work; knowledge of testing methodologies; strong analytical skills; strong ability in translating user needs into application enhancements; strong interpersonal skills. Prior experience in design and/or testing is necessary. At least 2 years experience in SACWIS development/maintenance is required for team leaders. Prior SACWIS experience is desirable for other team members. Examples of work are: conducting user assessment meetings; writing detailed design change documents; updating detailed design documents, writing test plans; conducting system testing; writing report designs; testing reports.

- 2 Network / PC Support staff; moderate to advanced knowledge of Active Directory, VmWare, GroupWise 8, MS Office Products. Desktop PCs running operating systems ranging from Windows XP to Windows 7, Servers running operating systems ranging from Windows 2003 to Windows 2008. Thin client access points and laptops, ProofPoint Encryption software, Knowledge of Novell Netware 6.5.

- 2 Network / PC Support staff; Intermediate knowledge of Active Directory, VmWare, GroupWise 8, MS Office Products. Desktop PCs running operating systems ranging from Windows XP to Windows 7, Servers running operating systems ranging from Windows 2003 to Windows 2008. Imaging of PCs, thin client access points and laptops, and ProofPoint Encryption software. Knowledge of Novell Netware 6.5.

This section must identify and summarize the experience of each person being proposed. A detailed staff resume must also be included. The detail should include names, positions, and current telephone numbers of three customer references. Resumes should be limited to two pages each. Each project referenced in a resume must include the customer name and the time period of the project. Beginning with the present or the most recent job or project, each project referenced must accurately describe the major responsibilities associated with the project staff member's position. Greater consideration will be given to staff with relevant prior hands-on experience in child welfare systems and organizations.

The department requires that these staff be allocated full-time to RICHIST support duties.

Vendors must use the Staffing for RICHIST Support Form in Appendix 2 and are encouraged to use the Recommended Format for Staff Resumes in Appendix 3 for this section of the proposal. The material should be presented in the format presented in Appendix 2 which facilitates the evaluation of the responses.

4 A.4 Commitment to Staff Longevity (5 points**)**

The State requires that the Vendor assert that each person who is proposed by the Vendor and accepted by the State be assigned to RICHIST full-time for not less than one year, unless the State specifically requests that a particular individual be removed from this project through the Vendor's Project Manager. The purpose of this requirement is to avoid the unnecessary slippage of tasks and work discontinuity that are associated with frequent turnover. Death, serious illness (including family illness), and termination of employment with the company are reasonable exceptions to this rule.

The Vendor should use the Commitment to Staff Longevity Form in Appendix 4.

4 A.5 Transition Schedule Plan (12 Points)

This section of the Technical Proposal shall present a detailed description of the methods and approaches proposed by the Vendor for the support and tasks described in Section 3C.1.
The Vendor must show how it plans to incorporate the proposed Vendor staff into current RICHIST functions and operations. This will necessarily cause some turnover of current contractor staff. The Vendor should outline the overall approach it will use and the timetable it proposes to complete the transition. The Vendor should expect to begin transition activities on or around December 1, 2013, and complete them by February 1, 2014.

The goal of the transition plan should be to effect as smooth and efficient a transition as possible, and a minimum of financial and organizational cost. The format present in Appendix 5 must be used for the response.

Additionally, the Vendor should provide a transition schedule for the end of the maintenance renewal terms should the State elect to terminate the contract.

5. COST PROPOSAL

5 A.1 Cost Proposal Contents

The Cost Proposal must be submitted according to the instructions in this section and must comply with the requirements presented in this section. The Cost Proposal must be delivered in a **separate, sealed document** and contain the following materials in the order they appear below.

- Transmittal Letter

- Cost Schedules

The forms (**Cost Schedules A and B**) required to be submitted with the Cost Proposal are contained in Appendices- **6A: Cost Schedule-A** and **6B: Cost Schedule-B** of this RFP. These forms must be completed and submitted by the Vendor. The Vendor may prepare its own forms for submission, but they must conform to the format to those in the exhibits.

The Vendor must submit hourly rates, with annual adjustments, for the project skill level position categories, which must be used in calculating additional charges or credits based on any contract amendments that may be requested.

5 A.1.1 Transmittal Letter

The Transmittal Letter must be formal letter from the Vendor in standard business format. It must be brief, signed by the same person who signed the Transmittal Letter for the Technical Proposal, and must identify all materials and enclosures being forwarded with the Cost Proposal.

5 A 2.1 Cost Schedules (30 points)

The Proposal **Cost Schedule-A** must show the fully-loaded staff rates for each of the individuals and job categories that are being proposed. The rates should be shown for the two years as well as the optional first, second, and third renewal years. Proposal **Cost Schedule-B** must show the total annual cost for each of the individuals (hourly rate * 1750 hours) for the first two years. The vendor must use the proposal cost schedule forms in **Appendix 6A: Cost Schedule-A** (Fully-Loaded Hourly Staff Rates) and **Appendix 6B: Cost Schedule-B(Summary of Staff Rates).**

SECTION 6: EVALUATION and SELECTION

Proposals will be reviewed by a Technical Review Committee comprised of staff from state agencies. To advance to the Cost Evaluation phase, the Technical Proposal must receive a minimum of 60 (85.7%) out of a maximum of 70 technical points. Any technical proposals scoring less than 60 points will not have the cost component opened and evaluated. The proposal will be dropped from further consideration.

Proposals scoring 60 technical points or higher will be evaluated for cost and assigned up to a maximum of 30 points in cost category, bringing the potential maximum score to 100 points.

The Department of Children, Youth and Families and the Division of Information Technology reserves the exclusive right to select the individual(s) or firm (vendor) that it deems to be in its best interest to support the project as specified herein; and conversely, reserves the right not to fund any proposal(s).

Proposals will be reviewed and scored based upon the following criteria:

Criteria	Possible Points
Corporate Background and Experience	18 Points
Staffing for RICHIST Support	35 Points
Commitment to Staff Longevity	5 Points
Transition Schedule Plan* (see below)	12 Points
Total Possible Technical Points	**70 Points**
Cost calculated as lowest responsive cost proposal divided by (this cost proposal) times 30 points ** (see below)	30 Points
Total Possible Points	**100 Points**

* The points awarded for the Transition Schedule Plan will be based upon the following:

- If one of the two bidders with the highest total score before addition of points for transition planning is the current contractor, the transition planning points will not be awarded to any bidder.
- If neither of the two bidders with the highest total score is the current contractor, the transition planning scores will be added to the scores of all bidders, other than the current contractor, and the award will be made to the bidder who then has the highest total score.

** The Low bidder will receive one hundred percent (100%) of the available points for cost. All other bidders will be awarded cost points based upon the following formula:

(low bid / vendor's bid) * available points

For example: If the low bidder (Vendor A) bids $65,000 and Vendor B bids $100,000 for monthly cost and service fee and the total points available are Thirty (30), vendor B's cost points are calculated as follows:

$65,000 / $100,000 * 30= 19.5

Points will be assigned based on the offeror's clear demonstration of his/her abilities to complete the work, apply appropriate methods to complete the work, create innovative solutions and quality of past performance in similar projects.

Applicants may be required to submit additional written information or be asked to make an oral presentation before the technical review committee to clarify statements made in their proposal.

7. PROPOSAL SUBMISSION

Questions concerning this solicitation may be e-mailed to the Division of Purchases at David.Francis@purchasing.ri.gov no later than the date and time indicated on page one of this solicitation. Please reference **RFP # 7505364** on all correspondence. Questions should be submitted in a Microsoft Word attachment. Answers to questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information. If technical assistance is required to download, call the Help Desk at (401) 574-9709.

Offerors are encouraged to submit written questions to the Division of Purchases. **No other contact with State parties will be permitted**. Interested offerors may submit proposals to provide the services covered by this Request on or before the date and time listed on the cover page of this solicitation. Responses received after this date and time, as registered by the official time clock in the reception area of the Division of Purchases will not be considered.

Responses **(an original plus four (4) copies)** should be mailed or hand-delivered in a sealed envelope marked "**RFP# 7505364 SUPPORT AND MAINTENANCE OF RHODE ISLAND CHILDREN'S INFORMATION SYSTEM (RICHIST)** " to:

<div align="center">

RI Dept. of Administration
Division of Purchases, 2nd floor
One Capitol Hill
Providence, RI 02908-5855

</div>

NOTE: Proposals received after the above-referenced due date and time will not be considered. Proposals misdirected to other State locations or those not presented to the Division of Purchases by the scheduled due date and time will be determined to be late and will not be considered. Proposals faxed, or emailed, to the Division of Purchases will not be considered. The official time clock is in the reception area of the Division of Purchases.

RESPONSE CONTENTS
Responses shall include the following:

1. A completed and signed four-page R.I.V.I.P generated bidder certification cover sheet downloaded from the RI Division of Purchases Internet home page at www.purchasing.ri.gov.

2. One completed and signed W-9 (included in the original marked proposal) downloaded from the RI Division of Purchases Internet home page at www.purchasing.ri.gov.

3. **A separate Technical Proposal** describing the qualifications and background of the applicant and experience with and for similar projects, and all information described earlier in this solicitation. As appropriate, resumes of key staff that will provide services covered by

this request: Including Transmittal Letter, Executive Summary, Corporate Background and Experience, Staffing for RICHIST Support, Commitment to Staff Longevity and Transition Schedule Plans as described earlier in this solicitation.

4. A **separate, signed and sealed Cost Proposal** reflecting the hourly rate, or other fee structure, proposed to complete all of the requirements of this project. Including a Transmittal Letter and Cost Schedules as described earlier in this solicitation using **Appendix 6A: Cost Schedule-A** and **Appendix 6B: Cost Schedule-B**.

5. In addition to the multiple hard copies of proposals required, Respondents are requested to provide their proposal in **electronic format (CD-Rom, disc, or flash drive**). Microsoft Word / Excel OR PDF format is preferable. **Only 1 electronic copy is requested** and it should be placed in the proposal marked "original".

CONCLUDING STATEMENTS

Notwithstanding the above, the State reserves the right not to award this contract or to award on the basis of cost alone, to accept or reject any or all proposals, and to award in its best interest.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

The State may, at its sole option, elect to require presentation(s) by offerors clearly in consideration for award.

The State's General Conditions of Purchase contain the specific contract terms, stipulations and affirmations to be utilized for the contract awarded to the RFP. The State's General Conditions of Purchases/General Terms and Conditions can be found at the following URL: https://www.purchasing.ri.gov/RIVIP/publicdocuments/ATTA.pdf

Appendix 1

Technical Proposal Scored Item Submission Form

Corporate Background and Experience

Page No.____   Vendor's Name_____

Provide detail on the Corporate Background and Experience

Weight: **18 Points**

NARRATIVE DESCRIPTION

The narrative description must address each of the following categories:

1.   Corporate Background and Experience.

Vendor Response

Appendix 2
Technical Proposal Scored Item Submission Form

Staffing for RICHIST Support

Page No.____   Vendor's Name_____

Required Task: 3 C.1

Provide staffing for RICHIST support

Weight: **35 Points**

NARRATIVE DESCRIPTION

The narrative description must address each of the following categories:

- Identification of each person being proposed along with a short summary of that person's experience and background

- Description of general and specific support responsibilities of each person

- Staff loading chart by person and phase that identifies total of staff hours to be devoted to the project

- Detailed resumes must be included in an Appendix to the Proposal

Vendor Response

Appendix 3
Recommended Format for Staff Resumes

Name (First, Last)   Present Title

Job A

Employed from (Mo., Day, Year)   Title of Position
Employer Name and Current Phone Number
Employer Address
Specific Project A
       Customer Name and Current Phone Number
       Brief Project Description
       Time Period Individual Was on Project
       Description of Major Duties/Responsibilities
       Percentage of Time Spent on the Specific Project (All
       Percentages Expressed in Months Based on Full Days/Five Day
       Weeks)

(Continue with Additional Projects B, C ... As Needed)

Job B

Employed from (Mo., Day, Year)   Title of Position
Employer Name and Current Phone Number
Employer Address
Specific Project a -
       Customer Name and Current Phone Number
       Brief Project Description
       Time Period Individual Was on Project
       Description of Major Duties/Responsibilities
       Percentage of Time Spent on the Specific Project (All
       Percentages Expressed in Months-Based on Full Days/Five Day
       Weeks)

(Continue with Additional Projects B, C ... As Needed)
(Continue with Additional Jobs C, D . As Needed)

Educational Background

Schools Attended after High School -

Name of School and City/State Location
Dates Attended (From Mo/Yr to Mo/Yr)
Type of Degree and Date Received

Training
Type of Training
Location of Training
Dates of Training

References (3)

Name and Position
Current Telephone Number

Name and Position
Current Telephone Number

Name and Position
Current Telephone Number

Appendix 4
Technical Proposal Scored Item Submission Form

Commitment to Staff Longevity

Page No._____   Vendor's Name_____

Required Task: 3 C.2

Commit to staff longevity

Weight: **5 Points**

NARRATIVE DESCRIPTION

This section should list the **proposed staff person's name** and RICHIST role (i.e., programmer, analyst, report writer) and indicate whether the assignment of said individual will be for not less than 12 months.

Vendor Response

Name	Role	12 Month Commitment (Yes or No)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		

Appendix 5
Technical Proposal Scored Item Submission Form

Develop Transition Schedule Plan

Page No.____   Vendor's Name_____

Required Task: 3 C.3

Prepare transition plan schedule

Weight: **12 Points**

NARRATIVE DESCRIPTION

The narrative must describe in detail the Vendor's approach to accomplishing a smooth transition to maintenance of RICHIST. At a minimum the following areas should be addressed:

• The Vendor's staff and related skill sets that will be introduced to the project at various points in time, until a complete turnover is achieved. The Vendor may choose to target specific areas of work or tackle all components at the same time. In any event, the sequencing of such activities must be explicit.

• The methodology that will be used for the transfer of knowledge to and the assumption of responsibilities by new staff. The Vendor might consider on-the-job training, formal training sessions, and other mechanisms. The Vendor should indicate the types of documentation or other supports that the State will need to provide for these purposes.

• A thorough description of the Vendor's transition work plan, including an explanation of all assumptions and/or constraints in developing the work plan.

• A Gantt chart of the proposed activities contained above, including specific timelines and milestones.

Vendor Response

Appendix 6
PROPOSAL COST SCHEDULE-A

RICHIST
Fully-Loaded Hourly Staff Rates

Personnel (Employee Name)	Position / Title	Year 1	Year 2	Optional Renewal Year 1	Optional Renewal Year 2	Optional Renewal Year 3
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						

_____   _____   _____

Authorized Signature   **Title**   **Date**

Appendix 6
PROPOSAL COST SCHEDULE-B

RICHIST
Summary of Staff Rates

Personnel (Employee Name)	Position / Title	Year 1 (Hr. Rate) * 1750 Hrs	Year 2 (Hr. Rate) * 1750 Hrs
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
Total Annual Cost			

_____ _____ _____

Authorized Signature   **Title**   **Date**

Appendix A

Bidder Certifications and Declarations

APPENDIX A.1

Declaration of Technical
And Cost Proposals' Effective Period

The Bidder,   _____

(NAME OF BIDDER)

hereby declares that this proposal, including the prices shown in the Pricing Schedules, will remain in effect for a period of one hundred-twenty (120) days after the proposal submission date and thereafter until the Bidder withdraws it, or an agreement is made and approved, or the procurement is terminated, whichever first occurs.

(This form must be signed by a corporate official authorized to legally bind the Bidder. The official's printed name, title, and the date this form was signed must be entered.)

_____

Bidder Name

_____

Name and Title of Authorized Bidder Representative

_____ _____

Signature of Bidder Representative   Date

APPENDIX A.2

Certification Regarding Independent Price Determination
And Authorization to Sign

The Bidder certifies in connection with this procurement that:

(1) The prices proposed have been arrived at independently, without collusion, conflict of interest, consultation, communications, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any other competitor; and

(2) Unless otherwise required by law, the prices quoted have not been knowingly disclosed by the Bidder prior to the award directly or indirectly to any other Bidder or to any competitor.

The Bidder also certifies that the person signing this proposal is the person in the Bidder's organization responsible for, or authorized to make, decisions as to the prices quoted, and that he or she has not participated, and will not participate, in any action contrary to (1) or (2) above.

_____
Bidder Name

_____
Name and Title of Authorized Bidder Representative

_____ _____
Signature of Bidder Representative   Date

APPENDIX A.3

Certification Regarding Warranty Against Brokers' Fees

The Bidder certifies that it has not employed any company or person, other than a bona fide employee working solely for the Bidder or a company regularly employed as its marketing agent, to solicit or secure this contract; and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Bidder or a company regularly employed as its marketing agent, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of this contract.

For breach or violation of this provision, the State shall have the right to reject the proposal, annul the contract without liability, or, at its discretion, deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingencies, or to pursue any other remedies available under this contract, by law or in equity.

_____
Bidder Name

_____
Name and Title of Authorized Bidder Representative

_____   _____
Signature of Bidder Representative   Date

APPENDIX A.4

Certification Regarding Lobbying

U.S. Department of Health and Human Services - Contractors
U.S. Department of Education - Contractors
U.S. Department of Agriculture - Contractors

Programs (indicate applicable program covered):

      Adoption Assistance and Child Welfare under Titles IV-E and IV-B
      Aid to Families With Dependent Children Program under Title IV-A
      Child Support Enforcement Program under Title IV-D
      Job Opportunities and Basic Skills (JOBS) Program under Title IV-F
      Medicaid Program under Title XIX
      Social Services Block Grant Program under Title XX
      The Food Stamp Program under Title VII

Contract Period: _____

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid, or will be paid, by or on behalf of the undersigned, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantees or subcontractor).

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or subcontractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to

APPENDIX A.4 (continued)

Certification Regarding Lobbying

U.S. Department of Health and Human Services - Contractors
U.S. Department of Education - Contractors
U.S. Department of Agriculture - Contractors

Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000.00) and not more than one hundred thousand dollars ($100,000.00) for each such failure.

_____
Bidder Name

_____
Name and Title of Authorized Bidder Representative

_____
_____
Signature of Bidder Representative   Date

APPENDIX A.5

Certification Regarding Drug-Free Workplace Requirements

U.S. Department of Health and Human Services - Contractors
U.S. Department of Education - Contractors
U.S. Department of Agriculture - Contractors

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and, by inference, sub-grantees and subcontractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and, by inference, sub-grantees and subcontractors) that is a State may elect to make one (1) certification to the Department in each Federal fiscal year in lieu of certificates for each grant during the Federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment.

(A)   The grantee certifies that it will, or will continue to, provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free workplace program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

APPENDIX A.5 (continued)

Certification Regarding Drug-Free Workplace Requirements

U.S. Department of Health and Human Services - Contractors
U.S. Department of Education - Contractors
U.S. Department of Agriculture - Contractors

    (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

    (1) Abide by the terms of the statement; and

    (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

(e) Notifying the agency in writing, within ten (10) calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

    (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

    (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a

APPENDIX A.5 (continued)

Certification Regarding Drug-Free Workplace Requirements

U.S. Department of Health and Human Services - Contractors
U.S. Department of Education - Contractors
U.S. Department of Agriculture - Contractors

Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code; list each location):

☐ Check if there are workplaces on file that are not identified here.

_____
Bidder Name

_____
Name and Title of Authorized Bidder Representative

_____ _____
Signature of Bidder Representative   Date

APPENDIX A.6

Declaration Concerning Use of Subcontractors

The Bidder,   _____
                                (NAME OF BIDDER)

<u>does/does not</u> propose the use of subcontractors as part of its solution to perform the scope of work contained in the request for proposal "Support and Maintenance of Rhode Island Children's Information System (RICHIST)."   The subcontractors proposed to be used are as follows (list all subcontractors; add additional sheets if necessary):

_____

_____

_____

_____

_____

_____

_____

_____

If the use of subcontractors is indicated above, the Declaration entitled "Subcontractor's Declaration" on the following page must be completed and appended for **every** subcontractor proposed above.

APPENDIX A.6 (continued)

Declaration Concerning Use of Subcontractors

(This form must be signed by a corporate official authorized to legally bind the Bidder. The official's title and the date this form was signed must be entered.)

_____
Bidder Name

_____
Name and Title of Authorized Bidder Representative

_____ _____
Signature of Bidder Representative   Date

APPENDIX A.7

Subcontractor's Declaration

_____

(hereinafter referred to as subcontractor), subcontractor to

_____

NAME OF BIDDER)

(hereinafter referred to as the Bidder) for Rhode Island Children's Information System (RICHIST) project, shall perform the following functions for the Bidder, if selected (add additional sheets if necessary):

_____

_____

_____

_____

_____

_____

_____

(Description of Subcontractor's Duties)

The following individual(s) shall be responsible for Subcontractor's efforts on the Rhode Island Children's Information System (RICHIST) project (add additional sheets if necessary):

1._____
                Name   Title

2._____
                Name   Title

3._____
                Name   Title

The Subcontractor's willingness to perform the work above is indicated by the signature below.

APPENDIX A.7 (continued)

Subcontractor's Declaration

(SUBCONTRACTOR: This declaration must be signed by an individual authorized to legally bind the subcontractor.)

_____
Bidder Name

_____
Name and Title of Authorized Bidder Representative

_____ _____
Signature of Bidder Representative   Date

APPENDIX A.8

Rhode Island Department of Children, Youth and Families
Notice to Department of Children, Youth and Families' Service Providers of Their
Responsibilities under Section 504 of the Rehabilitation Act of 1973

Public and private agencies, organizations, institutions, and persons that receive federal financial assistance through the Department of Children, Youth and Families (DCYF) are subject to the provisions of Section 504 of the Rehabilitation Act of 1973 and the implementing Regulations of the United States Department of Health and Human Services (DHHS), which is located at 45 CFR, Part 84. DCYF contracts with service providers include the provider's assurance that it will comply with Section 504 of the regulations, which prohibits discrimination against handicapped persons in providing health, welfare, or other social service benefits.

It is the responsibility of each service provider to acquaint itself with all of the provisions of the Section 504 regulations. A copy of the regulations, together with an August 14, 1978, policy interpretation of general interest to providers of health, welfare, or other social services or benefits, is available upon request from the Assistant to the Director, Department of Children, Youth and Families, 610 Mount Pleasant Avenue, Providence, RI 02908. Phone number: 457-4704.

Providers should pay particular attention to Subparts A, B, C, and F of the regulations which pertain to the following:

SUBPART A - GENERAL PROVISIONS

Section:

84.1	Purpose
84.2	Application
84.3	Definitions
84.4	Discrimination prohibited
84.5	Assurance required
84.6	Remedial action, voluntary action, and self-evaluation
84.7	Designation of responsible employee and adoptive grievance procedures
84.8	Notice
84.9	Administrative requirements for small recipients
84.10	Effect of state or local law or other requirements and effect of employment opportunities

SUBPART C - PROGRAM ACCESSIBILITY

SUBPART F - HEALTH, WELFARE, AND SOCIAL SERVICES

Appendix B

Validation and Authentication Statement

APPENDIX B: VENDOR PROPOSAL
VALIDATION AND AUTHENTICATION STATEMENT

The person responsible for the validation of your proposal must fully complete and sign this statement where indicated and attach it to your company's response to RFP. By so doing, the signer attests that the given proposal represents:

- full and unconditional acceptance of all the stipulated administrative requirements of the RFP,

- complete and valid information as of the proposal due date,

- the proposal and price offerings are valid for 180 days from the proposal due date, and

- a "best effort" by the company to comply with all State requirements regarding proposal content and format.

VALIDATING OFFICIAL:_____
Signature and Date

_____
Printed Name and Title

By countersigning this proposal, I confirm that this proposal constitutes a complete, authentic and bona-fide offer to the State of Rhode Island which this company is fully prepared to implement as described. The company official who validated this proposal was authorized to represent the company in that capacity on the date of his/her signature.

AUTHENTICATING OFFICIAL:_____
Signature and Date

_____
Printed Name and Title

EXHIBIT 1

INFORMATION TECHNOLOGY (IT) SUPPLEMENTAL TERMS AND CONDITIONS

Exhibit 1 Information Technology (IT) Supplemental Terms and Condition

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, including its or their subcontractors and agents.

   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 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 obligations set 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) contract form, i.e., Purchase Order, Agreement, etc., and any amendments thereto;
c) these General Provisions – Information Technology (IT) Supplemental Terms & Conditions;
d) statement of work, including any specifications incorporated by reference herein - said statement of work shall only be used to describe the vendor's work for the State and shall not be allowed to change the order hereof unless approved by the Legal Department, Department of Administration and the Chief Purchasing Officer;
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 Division of Purchases.

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 State's Division of Purchases.
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:
Unless as provided in RFP titled "Support and Maintenance of Rhode Island Children's Information System (RICHIST) and any addenda for hourly not to exceed or fixed price engagement,

a) payment terms may be based on work accepted – per deliverable, minus a re tainage:

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 begin upon final acceptance of the all 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, recommended or approved 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.

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:**

The insurance requirements required by RFP titled "Support and Maintenance of Rhode Island Children's Information System (RICHIST)" and any addenda.

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.

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. In no event will lost profit be allowed.

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. 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

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. STATE'S LIMITATION OF LIABILITY:

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.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.

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, personal injury 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 through no fault of Contractor, is already rightfully in the Contractor's possession and which is not subject to prior contrary obligations of confidentiality, is independently developed by the Contractor without the use of such confidential data or information outside the scope of this Contract, or is rightfully obtained from third parties and which is not subject to prior contrary obligations of confidentiality. Contractor and its staff may be required to sign a non -disclosure form.

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 and proprietary 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.   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 of 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 36a). 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 36a) 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 by the State. 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, recommended, approved 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 unauthorized 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 unless such Software is approved or recommended by the Contractor.

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 and other intellectual property rights. Contractor further certifies and warrants to the State that it has the legal title to any Software or has obtained the right from the legal owners to use and to license to use to the State.

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 through the Office of the State Chief Information Officer (CIO) and the Division Of Purchasing.

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 and agreed to. 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/ NON DISCLOSURE FORM
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. Contractor and its staff may be required to sign a non -disclosure form and/or HIPPAA Business Associate Agreement..

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 may be responsible, for reimbursement to 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.

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 State reserves the right to request that the Contractor will provide a report, to the CIO, his/her designee or an Agency IT manager, summarizing all contracts with the State, or in the case of an Agency IT Manager, for a Department, deliverables completed, hours and rates billed, and any material issues during that period.

53. WAIVER OF NON-COMPETITION AND RELATED AGREEMENTS
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 noncompetition 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.

EXHIBIT 2

ACCEPTABLE USE POLICY

1.0 Purpose

To establish guidelines for State-owned hardware and software, computer network access and usage, Internet and email usage, telephony, and security and privacy for users of the State of Rhode Island Wide Area Network.

2.0 Objectives

- Ensure the protection of proprietary, personal, privileged, or otherwise sensitive data and resources that may be processed in any manner by the State, or any agent for the State.
- Provide uninterrupted network resources to users.
- Ensure proper usage of networked information, programs and facilities offered by the State of Rhode Island networks.
- Maintain security of and access to networked data and resources on an authorized basis.
- Secure email from unauthorized access.
- Protect the confidentiality and integrity of files and programs from unauthorized users.
- Inform users there is no expectation of privacy in their use of State-owned hardware, software, or computer network access and usage.
- Provide Internet and email access to the users of the State of Rhode Island networks.

3.0 Scope

This Acceptable Use Policy applies to all individuals who have been provided access rights to the State of Rhode Island networks, State provided email, and/or Internet via agency issued network or system User ID's. *The scope does not include State phone systems, fax machines, copiers, State-issued cell phones or pagers unless those services are delivered over the State's IP network.*

4.0 History

This policy shall supersede all previous "State" Acceptable use Policies and shall be effective for all state employees, contractors, subcontractors, casual and seasonal employees, and ALL USERS.

5.0 References

RIGL 38-2-2(4)(i) - Access to Public Records Act
RIGL 11-52-3   - Computer Crime

6.0 Definitions

6.1 Data

Any representation of information, knowledge, facts, concepts, or instructions which are being prepared or have been prepared and are intended to be entered, processed or stored, are being entered, processed, or stored or have been entered, processed or stored in a computer, computer system or computer network.

7.0 Use and Prohibitions

7.1 Network Resources

State employees, vendors/business partners/sub-recipients, local governments, and other governmental agencies may be authorized to access state network resources to perform business functions with or on behalf of the State. Users must be acting within the scope of their employment or contractual relationship with the State and must agree to abide by the terms of this agreement as evidenced by his/her signature. ***All usage may be monitored and there is no right to privacy.*** Various transactions resulting from network usage are the property of the State and are thus subject to open records laws.

Prohibitions

- Sending or sharing with unauthorized persons any +information that is confidential by law, rule or regulation.
- Installing software that has not been authorized by the Division of Information Technology.
- Individuals shall not use proxies, software, hardware or any other means to gain access to any web site blocked or prohibited by DoIT policy
- Attaching processing devices that have not been authorized by the Division of Information Technology. (Examples: Any USB device, including but not limited to, Thumb drives and hard drives.)
- Using network resources to play or download games, music or videos that are not in support of business functions.
- Leaving workstation unattended without engaging password protection for the keyboard or workstation.
- Utilizing unauthorized peer-to-peer networking or peer-to-peer file sharing.
- Using network resources in support of unlawful activities as defined by federal, state, and local law.
- Utilizing network resources for activities that violate conduct policies established by the Department of Personnel or the Agency where the user is employed or under contract.
- Individuals may not access, copy, add, alter, damage, delete or destroy any data or computer software unless specifically authorized.

7.2. Email

Email and calendar functions are provided to expedite and improve communications among network users to perform business functions with or on behalf of the State.

Prohibitions

- Sending unsolicited junk email or chain letters (e.g. "spam") to any users of the network.
- Knowingly sending any material that contains viruses, Trojan horses, worms, time bombs, cancel bots, or any other harmful or deleterious programs.
- Sending copyrighted materials via email that is either not within the fair use guidelines or without prior permission from the author or publisher.
- Sending or receiving communications that violate ethics and conduct policies established by the Department of Personnel or the Agency where the user is employed or under contract.

- Sending email that may reasonably be judged offensive, discriminatory, defamatory, disparaging, harassing or threatening to an employee, person or entity.
- Sending confidential material to an unauthorized recipient or sending confidential e-mail without the proper security standards (including encryption if necessary) being met.

Email messages are considered public records pursuant to the Access to Public Records Act, RIGL 38-2-2(4)(i); however, they are subject to the same exemptions as other public records. For example, an email correspondence in the form of a preliminary draft of a document is exempt from disclosure under the Access to Public Records Act.

State records are open to public inspection unless they are protected by State or Federal law, rule, or regulation. Because a court could interpret state records to include draft letters, working drafts of reports, and what are intended to be casual comments, be aware that anything sent as electronic mail could be made available to the public.

7.3 Internet Access

Internet access is provided to network users to assist them in performing the duties and responsibilities associated with their positions to perform business functions with or on behalf of the State. The following uses are strictly prohibited:

Prohibitions

- Using the Internet to access non-State authorized web email services, such as AOL, Cox, Yahoo, Gmail, etc.
- Using Instant Messaging or Internet Relay Chat (IRC).
- Using the Internet for broadcast audio for non-business use.
- Utilizing unauthorized peer-to-peer networking or peer-to-peer file sharing.
- Screen Savers (animated).
- Accessing sexually explicit sites, political or religious sites, games, and/or gambling sites and all other non-business related websites.
- Using the Internet when it violates any federal, state or local law.

8.0 Statement of Consequences

Noncompliance with this policy may constitute a legal risk to the State of Rhode Island, an organizational risk to the State of Rhode Island in terms of potential harm to employees or citizen security, or a security risk to the State of Rhode Island's Network Operations and the user community, and/or a potential personal liability. The presence of unauthorized data in the State network could lead to liability on the part of the State, as well as the individuals responsible for obtaining it.

9.0 Statement of Enforcement

Noncompliance with this policy may result in the following immediate actions:

1. Written notification will be sent to the Agency Head and to designated points of contact in the User Agency's Human Resources and Information Technology Resource Offices to identify the user and the nature of the noncompliance as "cause." In the case of a vendor, sub-recipient, or contractor, the contract administrator will be notified.

2. User access may be terminated immediately by the Systems Administrator, and the user may be subject to subsequent review and action as determined by the agency, department, board, or commission leadership, or contract administrator.

3. User Agency's Human Resources may take disciplinary action, up to and including termination, for noncompliance with the terms of this policy.

10.0 Miscellaneous

10.1 Compliance with Applicable Laws, Licenses and Policies

In their use of Computer Resources, employees must comply with all software licenses; copyrights; all other state, federal, and international laws governing intellectual property and online activities; and all other policies and guidelines of the State and Department.

10.2 Energy Conservation

Energy conservation is an integral component of facility management in the State. In an effort to conserve energy, employees are directed to turn off their computer monitors when they plan to be away from their workstations for long periods of time (i.e., out in the field, meetings, etc.). Further, as a matter of energy conservation and security, all computer equipment must be turned off at the end of an individual's workday or shift. Newer computer models have energy conservation features that may be able to assist users in conserving energy. The DoIT Service Desk is available to assist users who desire to enable such features and may be reached at 574-9709 for assistance.

10.3 Resignation or Termination

Upon resignation or retirement from the State Service, employees must make arrangements with his/her supervisor to preserve the electronic files generated during their tenure with the Department. In cases of termination, the Department reserves the right to immediately preserve the electronic files generated by employees during their tenure.

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10.4 Amendments and Revision

This policy may be amended or revised from time to time as the need arises. Employees will be provided with copies of all amendments and revisions by hard copy and email.

11.0 Approvals

_____   _____
          Chief Information Officer   Date

_____   _____
     Director, Department of Administration   Date

STATE OF RHODE ISLAND
Acceptable Use Policy
Network Access Rights and Obligations
User Agreement Acknowledgement

As a user of State of Rhode Island data and resources, I agree to abide by the Acceptable Use Network Access Rights and Obligations Policy and the following promises and guidelines as they relate to the policy established:

1. I will protect State confidential data, facilities and systems against unauthorized disclosure and/or use.
2. I will maintain all computer access codes in the strictest of confidence; immediately change them if I suspect their secrecy has been compromised, and will report activity that is contrary to the provisions of this agreement to my supervisor or a State-authorized Security Administrator.
3. I will be accountable for all transactions performed using my computer access codes.
4. I will not disclose any confidential information other than to persons authorized to access such information as identified by my section supervisor.
5. I agree to report to the Division of Information Technology (DoIT) any suspicious network activity or security breach.

Privacy Expectations

The State of Rhode Island actively monitors network services and resources, including, but not limited to, real time monitoring. Users should have no expectation of privacy. These communications are considered to be State property and may be examined by management for any reason including, but not limited to, security and/or employee conduct.

I acknowledge that I must adhere to this policy as a condition for receiving access to State of Rhode Island data and resources.

I understand the willful violation or disregard of any of these guidelines, statute or policies may result in my loss of access and disciplinary action, up to and including termination of my employment, termination of my business relationship with the State of Rhode Island, and any other appropriate legal action, including possible prosecution.

I have read and agree to comply with the policy set forth herein.

_____   _____
        Type or Print Name   Agency/Business Unit

_____   _____
             Signature   Date

EXHIBIT 3

**RHODE ISLAND DIVISION OF INFORMATION TECHNOLOGY ENTERPRISE
CHANGE MANAGEMENT CHARTER**

State of Rhode Island

Division of Information Technology
Operations Group

Enterprise Change Management

Process Charter

Purpose

The modern functioning of State Government relies on the collection, analysis, production, communication, and distribution of information within various state departments, other governmental organizations, business partners, and citizens. The information systems enabling these activities, their users, and supporting infrastructure are crucial, strategic, organizational assets that require efficient quality service to provide maximum value to the organization. Achieving a consistent and coherent set of best practices promoting a quality approach to the service and support of the information infrastructure is the goal of the Division's service management activities. One foundation of these service management activities is Change Management.

The Enterprise Change Management process ensures standard methods and procedures minimize the impact of change related incidents on the quality of services provided to the enterprise, and efficiently and securely improve daily operations. The Enterprise Change Management process also ensures that all changes to the information infrastructure are properly planned, managed, and reviewed prior to their implementation, and measures and reports the impact of change.

The goals of change management include
- Minimize service disruption and impact
- Minimize security threat exposure
- Improve first attempt success rate
- Operating cost reduction

This document outlines the detailed operation of the Enterprise Change Management Process.

Organizational Structure

The Enterprise Change Management authority originates from the CIO. The Operations Group's Change Management function operates as an organizational unit within the Enterprise Service Desk at the direction of the Director of IT Operations. Change Management process within the Enterprise Service Desk performs following the following change management functions
- Receiving and recording
- Analysis and classification
- Approval
- Implementation

- Verification
- Documentation

Roles and Responsibilities

Enterprise Change Management functions are performed by the following roles.

- Change Management Process Owner will be the Operations Chief
  - The process owner is responsible for the documentation of change control policies, compliance, measuring, reporting, and improving the change management process.
  - The process owner is responsible for the compliance of other service support processes with enterprise change management.
  - Ensures Change Advisory Board is authorative and effective
  - Ensures change confirms to standards and policies.
  - Ensures cooperation with other service support and service delivery processes.
  - Decides on composition and authority of CAB.
- Change Manager is responsible for process flow
  - Receiving, registering, evaluation approval and implementation of change
  - Ensures management and customers are sufficiently informed as to the schedule and impact of change
  - Chairs Change Advisory Board activities
  - Reports change metrics
  - Recommends process change
  - Approves standard change
  - Coordinates change process communications
  - Ensures documentation of change
  - Communicates Forward Schedule of Change to the enterprise.
  - Updates OpenView of all change activity
  - Closes Request for Change
- Service Support Manager will be responsible for process implementation including
  - Coordination of change management activities with the change manager and the service desk support infrastructure.
  - Resource availability to complete change management tasks
  - Prioritizing change implementation items with other support activities
  - Reporting the impact of change
  - Documentation of change implementation
  - Ensures only approved changes are implemented
- Change Requester
  - Provides clear description of business needs, goals, and objectives of the requested change.
  - Follows Change Management processes for RFC submittal.
  - Confirms completed change can be closed.
  - Participates in post change review change activity.
- Change Owner
  - Provides a clear description of the business needs, goals and objectives of the change
  - Follows the Change Management process for building, testing and implementing a change
  - Provides additional information regarding the change when requested by the Change Manager
  - Reviews the initial "priority and impact" based on predefined priority definitions and changes it if warranted due to new information
  - Confirms the completed change can be closed
  - Participates in the Post Change Review process if requested
  - Locates and assigns resources used to build, test and implement changes

Change Advisory Board is responsible for the assessment and approval of major change
- o Convenes on a regular basis to consider requests for change raised
- o Advocates for business interests in change assessment
- o Evaluates business impact of change and recommends process improvement

Emergency Change Advisory Board is responsible for the assessment and approval of urgent change
- o Advocates for minimum risk to essential services for urgent change requests

Enterprise Change Management Operating Procedures

Without well defined procedures the change management process will not meet customer requirements nor set standards for service delivery. These operating procedures apply globally to the enterprise information infrastructure.

1. **Every Request for Change (RFC) affecting one or more Configuration Items (CIs) must follow the Enterprise Change Management Process**
   - The change Management process encompasses all proposed changes to the defined information infrastructure.
   - Requests for Change must be logged in a common database, including Urgent change requests.
   - Changes affecting multiple CIs must explicitly define the relationship between the CIs.
   - All new CIs introduced into the information infrastructure must follow the Enterprise Change Management process

2. **All Requests for Change must be logged and tracked**
   - The Enterprise Change Management process must track, record, approve or reject, and close RFCs.

3. **Formal process procedures and guidelines must be documented and consistently followed within Enterprise Change Management.**
   - Process procedures and guidelines must be available to all change management participants.
   - Different change types require different procedures and must be explicitly defined.
   - Enterprise Change Management procedures and process documentation is a CI and are under the control of the Change Management process.

4. **The Enterprise Change Management will resolve scheduling conflicts when there are dependencies that require concurrent activities.**
   - When dependencies require, Change Management must negotiate a coordinated implementation of concurrent change activities.
   - Awareness of concurrent projects and deployment schedules must be managed and maintained through the Change Management process
   - Scheduled project implementations may be delayed due to concurrent dependencies identified by Change Management.
   - Lines of communication will be clearly defined and rigorously adhered to.

5. **Enterprise Change Management and CI owners (service customers) will have non-ambiguous communications throughout change lifecycle.**
   - Proper interaction is required between CI owners, service providers, and Change Management including information pertaining to testing and results.
   - A standard format for reporting of test results must be maintained.

6. **Enterprise Change Management must manage and implement Urgent Change Requests in a timely manner.**
   - A separate change procedure will be followed to test and implement Urgent Change.
   - Following the implementation of urgent change, the normal Change Management process steps will be followed to completion.
   - Change documentation will be completed by the change owner following implementation of Urgent Change.

7. **Changes identified as Standard Change will follow the Standard Change process.**
   - Clear criteria defining Standard Change will be documented, and periodically reviewed and updated.
   - The number and types of Change will be reviewed to determine if the list of Standard Change needs to be revised.

Process Flow and Execution

Change Management Process (High-Level)

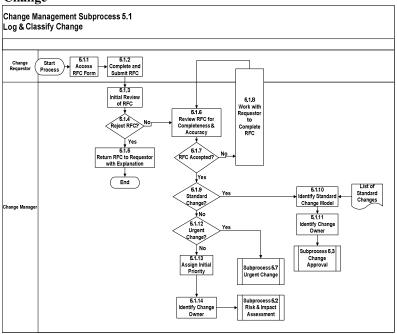| No	Procedure	Input/ Trigger	Description	Output/ Completion criteria	Change record status
5.1	Log and Classify Change	Trigger: Request for Change	Change requester submits RFC to Change management process, RFC is reviewed, accepted or rejected, processed, classified, prioritized	Change logging and Classification. Add to Change Mgt Dashboard	Registered
5.2	Risk & Impact Assessment	Input: Accepted RFC	Identifying and analyzing risk and impact of minor/major change on production environment and business	Change Approval	Registered Rejected
5.3	Change Approval	Input: Pending change which has been assessed and is ready to be approved	Review and discuss changes with VCAB findings. Allocate the resources to build, test and implement change. Notify about the accepted/rejected change to the requester	Scheduling change. Update Change Mgt Dashboard	Approved or Rejected
5.4	Schedule Change	Input: Standard Change, Approved Change, Minor Change with known risk	Schedules & notify anyone affected by the changes that will be implemented Issue Change ticket work order	Build & Test changes Update Change Mgt Dashboard	Approved, Approved – Scheduled
5.5	Implement Change	Input: Change work order	Plan, build, test changes. Document test results	Change Implementation Update Change Mgt Dashboard	Implementation- WO pending Implementation- WO open Implementation- WO closed
5.6	Backout Change	Input: Unsuccessfully implemented changes	Execute Back-out plan to remove the change from the production environment	Correct the problems due to implementation of change	In-Process
5.7	Urgent Change	Input: Log & Classify Change	Convene emergency CAB to discuss the urgency of the change, approve, test, build and implement change	Review change Verify change is complete & signoff	Review/ Close
5.8	Post Change Review	Input: Scheduled standard changes	Implement standard changes, conduct formal turnover and close RFC	Close RFC	Closed

Log & Classify Change

Change Management Subprocess 5.1
Log & Classify Change

No	Work instruction	Input/ Trigger	Description	Output/Completion criteria	Process role
5.1.1	Access RFC Form	Input: Need for production change	The Change Requestor wanting to propose a change to the infrastructure and/or services accesses the RFC form in Service Desk electronically. Note that the Change Requestor may be submitting an RFC on behalf of another party.	Initial access to Service Desk request for change form	Change Requestor
5.1.2	Complete and Submit RFC	Input: Need for production change	The form is filled out by the Change Requestor and submitted, following normal RFC submission procedures.	Completed and submitted RFC	Change Requestor
5.1.3	Initial Review of RFC	Input: RFC from change Requester	The RFC is received by the Change Manager and reviewed to determine whether the RFC is a valid RFC.	Reject as not valid Accept RFC for review	Change Manager

5.1.4	Reject RFC?	Input: Initial review of RFC	Based on experience and a growing set of valid RFC criteria, a decision is made by the Change Manager whether or not to reject the RFC. If the RFC is rejected, Activity 5.1.5 is performed. If the RFC is valid and therefore NOT rejected Activity 5.1.6 is performed.	Rejected RFC is returned to Requester with explanation	Change Manager
5.1.5	Return RFC to Requestor with Explanation	Input: Rejected RFC	The Change Coordinator updates the RFC with an explanation as to why it is being rejected and notifies the Requestor that the RFC has been rejected and explains why this is the case.	End process	Change Manager
5.1.6	Review RFC for Completeness and Accuracy	Input: Submitted RFC	The Change Coordinator reviews the RFC to ensure that all of the information necessary for further processing has been captured and entered into the form appropriately.	Completed and accurate RFC	Change Manager
5.1.7	RFC Accepted?	Submitted and complete RFC	If the RFC is NOT accepted, perform Activity 5.1.8. If the RFC is accepted, perform Activity 5.1.9.	Accepted or not accepted RFC Change Mgt Dashboard updated as "Registered"	Change Manager
5.1.8	Work with Requestor to Complete RFC	Input: Accepted but incomplete RFC	The Change Coordinator works with the Change Requestor to gather and input all the information required to process the RFC. Upon completion of this task, Activity 5.1.6 is performed again.	Check for type of Change	Change Manager

| 5.1.9 | Standard Change? | Input: Accepted and priority assigned changes | Referring to a documented set of criteria for identifying different "change categories," the Change Manager decides what type of change is being requested. | If the RFC is a Standard Change, Activity 5.1.10 is performed.

If the RFC is NOT a Standard Change, Activity 5.1.14 is performed. | Change Manager |
|---|---|---|---|---|---|
| 5.1.10 | Identify Standard Change Model | Input: Standard Changes | The Change Manager refers to documentation describing the different Standard Change models available and identifies the type of Standard Change that is being requested. | Identification of type of standard change | Change Manager |
| 5.1.11 | Identify Change Owner | Input: Standard changes with type defined | The Change Manager refers to documentation identifying the Change Owners responsible for carrying out Standard changes and selects one to assign the Standard Change RFC to for further processing. | Sub process 5.4 Schedule Change is then performed to schedule the Standard Change. | Change Manager |
| 5.1.12 | Urgent Change? | Input: Accepted RFC | If this is a request for an Urgent Change, the Change Manager performs Subprocess 5.7 Urgent Change.

If this is NOT a request for an Urgent Change, perform Activity 5.1.10. | Change Manager Processes Urgent RFC | Change Manager |
| 5.1.13 | Assign Initial Priority | Input: Changes which are not Urgent | The Change Manager verify the priority and impact to the RFC based on their experience and documented RFC priority criteria. | Categories change | Change Manager |

| 5.1.14 | Identify Change Owner | Input: Non-standard changes | The Change Manager refers to documentation identifying the Change Owners responsible for carrying out non-standard changes and selects one to assign the non-standard Change RFC to for further processing. | All requests for non-standard Changes are routed to higher-level management for risk and impact assessment. | Change Manager |

Risk & Impact Assessment

Change Management Subprocess 5.2
Risk & Impact Assessment

No	Work instruction	Input/ Trigger	Description	Output/ Completion criteria	Process role
5.2.1	Minor Change?	Input: Accepted Changes	If the requested Change is Minor, perform Activity 5.2.2 If the requested Change is Significant, perform Activity 5.2.6	Minor Change is assigned to Change owner Or Inform CAB of Significant Change	Change Manager
5.2.2	Estimate Minor Change Work Effort	Input: Assigned Minor change	The Change Owner reviews the Minor Change to determine how much work will be required to implement it.	Minor Change documented with work effort	Change Owner
5.2.3	Assess Risk & Impact of Minor Change	Input: Assigned Minor Change with work effort	The Change Owner determines how much risk is involved in implementing the Minor Change and how much of an impact it will have on the environment, resources, etc	Minor Change documented with risk and impact	Change Owner
5.2.4	Risk & Impact Acceptable?	Input: Estimate of change and impact	Determine if the risk and impact of the minor change are within acceptable limits. If so, perform subprocess 5.4. Schedule Change otherwise perform process 5.2.5 to Notify Change Requestor of Rejection	Approve or reject minor Change	Change Manager
5.2.5	Notify Change Requestor of Rejection	Input: Rejected minor change	The Change Owner notifies the Change Requestor that the RFC is being rejected and tells them why this is the situation. At this point the process is ended.	Rejection notification Change Mgt Dashboard to "Rejected"	Change Manager
5.2.6	Identify & Notify CAB Members about Significant Change	Input: Accepted change	Based on the type of Change being proposed and the needs of the Change Requestor, the Change Manager in coordination with Change Owner identifies people to participate in the CAB, and notifies them about the proposed Change.	Notification to required CAB members VCAB schedule posted on Change Mgt Dashboard	Change Manager
5.2.7	Estimate & Document RFC Work Effort	Input: Significant Changes	The Change Owner determines how much effort and risk is involved in implementing the change and how much of an impact it will have on the environment, resources, etc	Document RFC work effort	Change Owner and Change Manager
5.2.8	Assess and Document Risk & Impact of Change	Input: Significant Changes with work effort	The Change Manager and the Change Owner assess and evaluate the risk that the proposed Significant Change presents to the production IT environment and estimate and document the amount of work effort will require.	Estimate, Risk, impact on production environment and	Change Owner and Change Manager

Change Approval

Change Management Subprocess 5.3
Change Approval

Change Manager	From Subprocess 5.2 Risk & Impact Assessment Activity 5.2.13 → 5.3.1 Evaluate All Related RFCs → 5.3.2 Review Change Category, Impact & Priority → 5.3.3 Category, Impact & Priority Okay? — No / Yes → 5.3.4 Update Category, Impact & Priority of Change → 5.3.5 Resolve Any Open Issues → 5.3.10 Notify Change Parties That Change is Approved
Change Owner	5.3.11 Identify Resources (Change Domain Experts) → Subprocess 5.4 Schedule Change
Change Advisory Board (CAB)	5.3.6 Risk & Impact Acceptable? — Yes / No → 5.3.7 Document Reasons for RFC Rejection → 5.3.8 Change Rejection Final? — No / Yes → 5.3.9 Notify Change Parties of Rejection → End

No	Work instruction	Input/ Trigger	Description	Output/ Completion criteria	Process role
5.3.1	Evaluate all related RFCs	Input: Change impact assessment	Some proposed changes might involve multiple RFCs. The Change Manager evaluates all RFCs related to the Change being proposed to gain a better understanding of the task at hand	Review and approve change	Change Manager
5.3.2	Review Change Category Impact & Priority	Changes with acceptable risk, impact, and work effort	The Change Manager reevaluates the initial Change category, impact and priority settings.	Reviewed changes	Change Manager
5.3.3	Category, Impact & Priority Okay?	Reviewed changes	The Change Manager determines that the RFC are still valid	Changes with acceptable risk, impact, effort, priority, and category	Change Manager
5.3.4	Update Category, Impact & Priority of Change	Changes with non-acceptable category, impact, and/or priority	The Change Manager documents whatever changes are necessary to the Change category, impact and priority.	Adjusted changes with acceptable category, impact, and/or priority	Change Manager
5.3.5	Resolve and Open Issues	Input: Changes with remaining isues	The Change Manager and Change Owner identify any open issues and jointly resolve the issues	Resolved changes	Change Manager and Change Owner
5.3.6	Risk & Impact Acceptable?	Input: Risk and Impact Assessment	Determine if the risk and impact of the change are within acceptable limits. If so, perform process 5.2.12. Otherwise perform process 5.2.10 to Document Change Requestor of Rejection	Approved or Rejected risk, impact, and work effort	Change Advisory Board
5.3.7	Document Reasons for RFC Rejection	Rejection based on risk, impact, and effort.	The Change Advisory Board provides the reasons that the RFC has been rejected to the Change owner.	Notification of rejected change request	Change Advisory Board
5.3.8	Change Rejection Final	Input: Change that has been initially rejected by the CAB	If Change rejection is final work instruction 5.3.X is performed, if not 5.3.5 is performed	Rejection notification or requirement to provide additional information	Change Advisory Board
5.3.9	Notify Change	Input:	The Change Manager	Change is	Change

	Parties of rejection	Rejected changes by CAB	notifies all Change Parties that Change has been rejected with the reason	rejected Change Mgt Dashboard status updated to "rejected"	Manager
5.3.10	Notify Change Parties that Change is Approved	Input: Approved changes by CAB	The Change Manager notifies the Change Requester and the Change Owner that Change has been approved	Identify change resources Change Mgt Dashboard status updated to "Approved"	Change Manager
5.3.11	Identify resources	Input: Approved Changes	With the chg approved, the Chg Owner coordinates with Chg Domain Experts to identify req. resources. The chg is then submitted to subprocess 5.4 Schedule Change.	Identified Resources	Change owner

Schedule Change

Change Management Subprocess 5.4
Schedule Change

Change Manager	5.4.4 Publish Forward Schedule of Changes → 5.4.5 Application Change? → No → Subprocess 5.5 Implement Change
	5.4.3 Assign Resources
Change Owner	From Subprocess 5.1 Log & Classify Change Activity 5.1.11 → 5.4.1 Identify Preliminary Schedule (Most Appropriate Time to Release Change to Production) → 5.4.2 Notify All Interested Parties of Preliminary Change Schedule
	From Subprocess 5.2 Risk and Impact Assessment Activity 5.2.4
	From Subprocess 5.3 Change Approval Activity 5.3.11
Change Advisory Board (CAB)	

Yes → Release Management Process → Security Review and QC Review

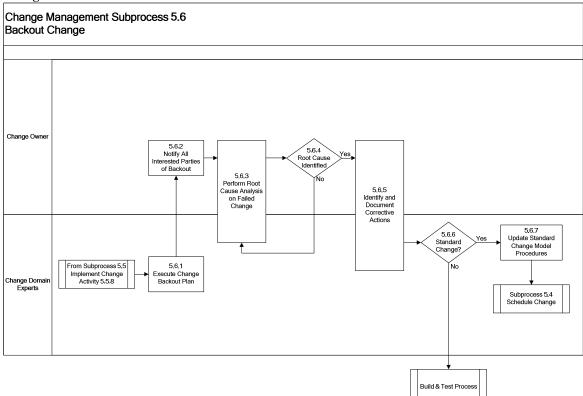| No	Work instruction	Input/ Trigger	Description	Output/ Completion criteria	Process role
5.4.1	Identify Preliminary Schedule	Input: Change Request	The Change Manager, with input from the Change Owner and CAB, defines a preliminary schedule of activities for the proposed Change. This preliminary schedule is subject to change based on the results of the build and test activities.	Preliminary forward schedule of changes	Change Advisor Board, Change Owner, and Change Manager
5.4.2	Notify All Interested Parties of Preliminary Schedule Change	Input: Change Request	The Change Owner notifies anyone affected by the Change that such a Change is forthcoming, what it is about, etc	Schedules and Notifications Update Change Mgt Dashboard	Change Owner
5.4.3	Assign Resources	Schedule of changes	The Change Manager, with help from the Change Owner, assigns resources (previously identified by the Change Owner) to build, test and implement the proposed Change.	Identified resources	Change Owner and Change Manager
5.4.4	Publish Forward Schedule of Changes	Documented forward schedule of changes	The Change Manager, with input from the Change Owner and CAB, defines a preliminary schedule of activities for the proposed Change. This preliminary schedule is subject to change based on the results of the build and test activities.	Notification or posting of forward schedule of changes	Change Manager
5.4.5	Application Change?	Input: Proposed Change Request	If this is not an application change, subprocess 5.5 Implement Change is performed, otherwise it is sent to the Release Management Process	Implementation of change or Release Management activities	Change Manager

Implement Change

Change Management Subprocess 5.5
Implement Change

| Change Manager | From Sub-process 5.4 Schedule Change Activity 5.4.5 | 5.5.1 Review All RFC Documentation and Build & Test Results | 5.5.2 Preliminary Schedule OK? | Yes → 5.5.5 Publish Forward Schedule of Change | 5.5.8 Infrastructure Change? | Yes → Issue Change Work Order |

No	Work instruction	Input/ Trigger	Description	Output/ Completion criteria	Process role
5.5.1	Review and RFC Documentation and Build and Test Results	Build and Test process completed	Change manager reviews the results of development efforts and validates updated RFC documentation	Validated changes with build and test complete	Change Manager
5.5.2	Preliminary Schedule OK?	Reviews completed	The Change Manager reviews the preliminary schedule and determined if original schedule was correct. If not, performs process 5.5.3 otherwise performs process 5.5.5	Approved schedule or request to change schedule	Change Manager
5.5.3	Set "Final" Change Date	Invalid preliminary schedule	The CAB, Change Manger, Change Owner and CDEs review preliminary schedules and implementation estimates for this change to generate a new schedule.	New schedule	Change Owner, Change Manager and Change Domain Experts

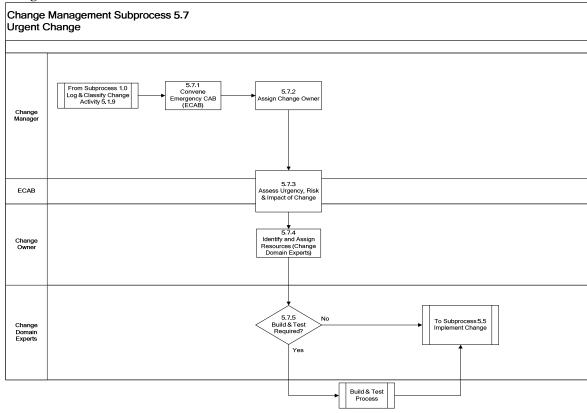| No	Work instruction	Input/ Trigger	Description	Output/ Completion criteria	Process role
5.5.4	Update Forward Schedule of Changes	New schedule for change set	Change Manager makes required modifications to Forward Schedule of Changes	New Forward Schedule of Changes Created and Approved	Change Manager
5.5.5	Publish Forward Schedule of Changes		Change Manager makes new schedule available to all interested parties.	New Forward Schedule of Changes Published and Distributed, Release Management initiated to implement change	Change Manager
5.5.6	Implement Urgent Change Into Production Environment	Change implementation plan	The Change Domain Expert release changes into production	Implemented changes	Change Domain Experts
5.5.7	Implementation Successful?	Implemented changes	Determine if the implementation was successful. If so perform process 5.5.8 otherwise if not successful, perform subprocess 5.6 Backup Change.	Implementation results	Change Domain Experts
5.5.8	Minor Change?	Results from implementation	If this is a minor change end process otherwise, perform process 5.5.10 Conduct Formal Turnover to Support	End process or formal turnover to support	Change Owner
5.5.9	Conduct Formal Turnover to Support	Major Change	Change Owner is responsible for providing support with necessary code and procedures to implement change and perform subprocess 5.8 Post Change Review.	Results from format turnover to support	Change Owner

Backout Change

Change Management Subprocess 5.6
Backout Change

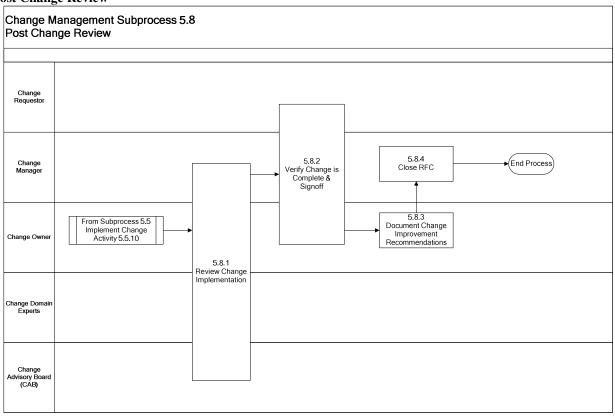| No	Work instruction	Input/ Trigger	Description	Output/ Completion criteria	Process role
5.6.1	Execute Change Backout Plan	Backout required from subprocess 5.5 Implement Change Activity 5.5.8	Change Domain Expert determines that a change backout is required and executes the documented backout procedures.	Backout procedure successfully implemented	Change Domain Experts
5.6.2	Notify All Interest Parties of Backout	Backout Procedure 5.6.1 executed	Change owner notifies all interested parties of backout.	Notification of backout	Change Owner
5.6.3	Perform Root Cause Analysis On Failed Change	Backout notification	The Change Owner and Change Domain Experts apply their expertise to determine why the Change failed	Identification of root cause of change failure	
5.6.4	Root Cause Identified	Results from change failure analysis	If the root cause of the Change failure is determined, work instruction 5.6.5 is performed	Root Cause Documented	Change Owner and Change Domain Experts.
5.6.5	Identify and Document Corrective Actions	Documented root cause	The Change Owner and Change Domain Experts generate a list of corrective actions.	List of corrective actions	Change Owner and Change Domain

No	Work instruction	Input/ Trigger	Description	Output/ Completion criteria	Process role
					Experts
5.6.6	Standard Change?	Corrective actions to failed change	Determine if this change was a standard change, if so, perform process 5.6.7 Update Standard Change Model Procedures, otherwise refer change and it's backout back to the Build and Test Process.	Update standard change model or perform build and test process	Change Domain Experts.
5.6.7	Update Standard Change Model Procedures	Backout of Standard Change Required.	Determine what if any standard processes may have contributed this change being backed out and determine what changes can be implemented to the standard change process.	Updated Standard Change Procedures	Change Domain Experts

Urgent Change

Change Management Subprocess 5.7
Urgent Change

Change Manager	From Subprocess 1.0 Log & Classify Change Activity 5.1.9 → 5.7.1 Convene Emergency CAB (ECAB) → 5.7.2 Assign Change Owner
ECAB	5.7.3 Assess Urgency, Risk & Impact of Change
Change Owner	5.7.4 Identify and Assign Resources (Change Domain Experts)
Change Domain Experts	5.7.5 Build & Test Required? — No → To Subprocess 5.5 Implement Change / Yes → Build & Test Process → To Subprocess 5.5 Implement Change

No	Work instruction	Input/ Trigger	Description	Output/ Completion criteria	Process role
5.7.1	Convene Emergency CAB	Input: Change is an Urgent Change from subprocess 1.0 Log & Classify Change Activity 5.1.9	The Change Manager convenes a meeting of the individuals who have been designated as members of the Emergency CAB (ECAB). Note that this meeting may very well not be face-to-face, given the urgency of the situation	Review Urgency, Risk, impact and assign the change to a owner	Change Manager
5.7.2	Assign Change Owner	Identification of urgent change	The Change Manager immediately assigns a Change Owner based on knowledge of the proposed change, the urgency of the Change, the customer and/or environment affected, etc.	Identified change owner	Change Manager
5.7.3	Assess Urgency, Risk and Impact of Change	Urgent change with ownership	The Emergency Change Board with the Change Manager and Change Owner review all available information regarding the scope, risk, impact and urgency of the proposed Urgent Change.	Urgent change with risk, impact, and urgency	Change Manager, Emergency CAB and Change Owner
5.7.4	Identify and Assign Resources (Change Domain Experts)	Approved urgent changes	The Change Owner immediately assigns Change Domain Experts to this change based on knowledge of the proposed change, the urgency of the Change, the customer and/or environment affected, etc	Implementation identified and assigned to change	Change Owner
5.7.5	Build and Test Required?	Approved urgent changes with resources assigned	The Change Domain Experts determine if Build and Test Process should be implemented. If Yes, submit Urgent Change to Build and Test Process, if not, perform subprocess 5.5 Implement Change	Either implantation of urgent change or perform build and test process	Change Domain Experts

Post Change Review

Change Management Subprocess 5.8
Post Change Review

No	Work instruction	Input/ Trigger	Description	Output/Completion criteria	Process role
5.8.1	Review Change Implementation	Completion of Subprocess 5.5 Implement Change Activity 5.5.10	The Change Manger, Chang Owner, CDE and CAB review and verify the change as implemented.	Ensure change occurred according to plan	Change Manager, Change Owner, Change Domain Experts and CAB
5.8.2	Verify Change is Complete & Signoff	Implemented change	The Change Manger and Change owner validate that the RFC as implemented has meet the requirements as specified by the Change Requestor.	Change verified and signoff complete	Change Requestor, Change Manger and Change Owner
5.8.3	Document	Complete and	The Change Owner	List of change	Change

No	Work instruction	Input/ Trigger	Description	Output/Completion criteria	Process role
	Change Improvement Recommendations	verified change	provides input to the Change Management Process Owner to determine if any changes are required in the Change Management Process.	process improvements	Owner
5.8.4	Close RFC	Complete Change Implementation and Review	The Change manager verifies that all required steps have been completed and closes the RFC.		Change Manager