



Office of Information Technology Services

BID SOLICITATION AMENDMENT

Bid Number: ITS-002441-OE3 Bid Opening Date/Time: **September 30, 2010 / 2:00 PM EST**

Description: **Short-Term IT Staffing/Open Enrollment**

Amendment Number: 1

Amendment Date: June 4, 2010

The purpose of this amendment is to revise RFP ITS-002441.

In the event of a conflict between RFP ITS-002441 and this Amendment, this Amendment shall control.

Incumbent vendors on Short Term IT Staffing Contract ITS-002441 are required to respond NO LATER than June 30, 2010 in addition the following Attachments are required: Attachment G and Attachment J (only required for pricing adjustment request), Incumbent vendors must return a signed (original signature) acknowledgement of this amendment.

All new vendors responding to this open enrollment solicitation must respond NO LATER than September 30, 2010 and are required to:

Return a signed (original signature) acknowledgment of this amendment (this page). Amendment page 1 must be included in your response to RFP ITS-002441-OE3

This requirement is in addition to the signed (original signature), Execution page prior to bid closing date of September 30, 2010, 2:00 PM EST

Signed Acknowledgment of this amendment

Vendor Name

Authorized Signature

Date

Print Name and Title

Check One of the Following Options:

Bid has not been mailed. Any changes **resulting from this amendment are included in our bid.**

Bid has already been mailed. No changes **resulted from this amendment.**

Bid has already been mailed. **Changes resulting from this amendment are as follows:**

**Short Term IT Staffing Contract ITS-002441-OE3
Amendment Summarization:**

Number	Subject	Citation	Changed / Redacted To::
1	Introduction	§ I, page 20	Introduction Administrative fee changed from two (2) percent to four (4) percent effective July 1, 2010
2	Contract Term	§ II B. General Conditions for Proposal, page 22	Contract Term Updated The term of the convenience contract (RFP) shall be from the date of award through June 30, 2011. The State reserves the option to extend this contract for two (2) additional one (1) year periods at its sole discretion. Individual Task Orders issued changed from six (6) months to twelve (12) months
3	Evaluation Process	§ II C. Evaluation Process Explanation Evaluation Criteria page 24	Attachments in Evaluation Table changed from: Attachment B to Attachment I - Vendor Management Performance Attachment D to Attachment J - Pricing Schedule Attachment F to Attachment L - Past Experience/Client Reference Added minimum scoring requirement: New vendors must score 50% out of 80% to qualify
4	Reporting Requirements	§ IV Contract Performance Requirements page 27 - 28	Reporting Requirements. Revised completely Administrative Fee. Revised completely
5	Vendor Contact Changes	§ IV Contract Performance Requirements Vendor Contact Information a) page 28	Attachment E changed to Attachment K Added: SIT-1006 form required when vendor contact information has changed Revised Completely: Vendor Contact Information
6	Vendor Utilization of Workers	§ V Other Requirements Page 29	Attachment M requirement added – for new vendors Vendor Utilization of Workers Outside of U.S.
7	Contractor Rates	§VI Pricing Schedule page 30	Attachment D changed to Attachment J - Pricing Schedule Revised Completely: <u>Base rates,</u> <u>Upper rates,</u> Added option for Incumbent vendors to submit for consideration changes to current established rate ranges
8	Proposal Content	§VII	a) Vendor must complete and submit with their

Number	Subject	Citation	Changed / Redacted To::
	and Organization Executive Order #24 Other Required Attachments	Proposal Content and Organization Proposal Content page 30 and 31	proposal Attachment G – Vendor Certification of Compliance with Executive Order #24 b) Attachment B replaced by Attachment H Vendor Business Information. d) Attachment C replaced by Attachment I Vendor Management Performance. e) Attachment D replaced by Attachment J Pricing Schedule. f) Attachment E replaced by Attachment K Vendor Contact Information. g) Attachment F replaced by Attachment L Past Experience/Client References <u>Incumbent vendors</u> are required to submit Attachment G and must submit Attachment J only if seeking pricing adjustments <u>New bidders</u> must submit all attachments
9	Contractual Terms and Conditions	§ X 12) 13) page 34 § X 19) page 35 § X 42) b) page 39 § X 47) c) page 40	12) Payment Terms: NOT Reserved 13) Acceptance Criteria: NOT Reserved Late Delivery, Back Order: NOT Reserved Governing Laws, Jurisdiction, and Venue: b) Reserved Electronic Procurement c) NOT Reserved
10	Personal Services	§ XI Supplemental Terms and Conditions for Services page 41	Personal Services: 2) b) Revised completely
11	Process Summary	Exhibit 2: Short Term Staffing & Task Order Assignment Process Summary Page page 56	Step 9: Revised completely Step 10: Revised completely.

Attachment G – Certification of Compliance with Executive Order # 24

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

By Executive Order 24, issued by Governor Perdue, and N.C.G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor’s Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

This prohibition includes and covers those vendors and contractors who:

1. Have a contract with a governmental agency; or
2. Have performed under such a contract within the past year; or
3. Anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. § 133-32.

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

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this Attachment and submitting a bid in response to the accompanying solicitation, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:	E-MAIL:
AUTHORIZED SIGNATURE:	DATE:

Attachment H– Vendor Business Information

Vendors wishing to bid and pre-qualified contractors must provide the following information. Failure to provide this required information may disqualify the vendor from further consideration in this RFP process. Bidders must meet the following requirements:

In order to become eligible for this contract, the Bidder must have been in business for a minimum of twelve (12) full months. A detailed description of Vendor's firm must include all of the following:

- Full name, address, and telephone number of the organization;
- Date established;
- Background of firm;
- Ownership (public company, partnership, subsidiary, etc.);
- If incorporated, state of incorporation must be included.
- Number of full-time employees on January 1st for the last three years or for the duration that the Vendor's firm has been in business, whichever is less.

Corporations whose main office(s) are located outside of North Carolina must comply with Article 15, Chapter 55, of the North Carolina General Statutes, if applicable. You may review this information by searching for "chapter 55" on the Statute Look-Up link at the following website: <http://www.ncleg.net/> Information and instructions are provided under Corporations, FAQ, on the Secretary of State's web site at: <http://www.secretary.state.nc.us/corporations/>

1. **Bidding Vendor's Identifying Information**

a. **Vendor Name and Address**

Name, address, principle place of business, and telephone number of legal entity with which contract is to be written:

Vendor Name: _____

Address: _____

Address2: _____

City, State, Zip: _____

Telephone: () _____

b. **Business Location Address**

Address of location responsible for performance under the resulting contract:

Address: _____

Address2: _____

City, State, Zip: _____

c. **Principal Officer**

Name, address, and business telephone number of the Vendor's principal officer (e.g., President, Vice President, Treasurer, and Board Chairperson)

Person's Name: _____

Person's Title in organization: _____

Person's E-mail Address: _____

Address: _____

Address2: _____

City, State, Zip: _____

Telephone: () _____

d. Conflict of Interest

By submission of this proposal, as authorized signatory of the vendor, I certify that:

1. This organization was provided no assistance in preparing the response was received from any current or former employee of the State of North Carolina employee whose duties relate(d) to this RFP, unless such assistance was provided by the state employee in his or her official public capacity and that neither such employee nor any member of his or her immediate family has any financial interest in the outcome of this RFP; and that
2. Neither this organization nor any employee is related by blood or marriage to a State Agency employee or resides with an Agency employee.
3. And that if there are such relationships, hereto is attached the list of names and relationships of said parties, and includes the name, position title, and responsibilities within this organization and within the State Agency, of any such current or former employees.

e. Organization and Year Formed

Legal status and business structure (company, corporation, partnership, limited liability partnership, sole proprietorship, etc.) of the Vendor and the year the entity was established:

Status: _____

Year Established: _____

f. Employer Identification

Federal Tax Identification Number (FEIN): _____

g. RFP Contact for Clarification of Vendor's Proposal

Name, title, address, e-mail, and telephone number for Vendor's RFP contact who will provide clarification concerning the Vendor's proposal:

Person's Name: _____

Person's Title in organization: _____

Person's E-mail Address: _____

Address: _____

Address2: _____

City, State, Zip: _____

Telephone: () _____

h. Is Vendor a Historically Underutilized Business (HUB)?

Yes No

If yes, indicate type of HUB status:

Minority Business Enterprise

Woman Business Enterprise

Disabled-Owned Business Enterprise

2. Background and Organizational History

(Maximum of one page to be placed at the end of this attachment)

Vendor must describe its organization and include all of the following:

- Full company or corporate name and address of headquarters office
- Description of primary focus of business and targeted market
- Company history (year first organized to do business and whether or not the form of organization has changed in the interim, such as by subsequent incorporation, merger, or other organizational change, and any name changes with dates of changes)
- Structure of organization (organizational chart or description of company's officers and reporting structure)
- Current total number of employees (indicate whether or not company has experienced growth in the past three years)

3. Additional Mandatory Information

a. Contract Performance – Termination for Default

Indicate if the Vendor has had a contract terminated for default in the last three (3) years. Termination for default is defined as notice to stop performance, which was delivered to the Vendor due to the Vendor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Vendor, or (b) litigated and determined that the Vendor was in default. If no such terminations exist, the Vendor is to so declare.

If Vendor has never had a contract terminated for default, indicate so by placing a checkmark here:

If the Vendor has had a contract terminated for default in this period, the Vendor shall submit full details, including the other party's name, address, and telephone number. The State will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of past performance.

Termination: _____

Reason: _____

b. Contract Performance – Termination for Convenience

Indicate if the Vendor, in the last three (3) years, has had a contract terminated for convenience, nonperformance, non-allocation of funds, or any other reason, which

termination occurred before completion of all obligations under the initial contract provisions.

If Vendor has never had a contract terminated for convenience, indicate so by placing a checkmark here:

If the Vendor has had a contract terminated for default in this period, the Vendor shall describe fully all such terminations, including the name and address of the other contracting party and the circumstances surrounding the termination. If no such terminations exist, the Vendor is to so declare.

Termination: _____

Reason: _____

Attachment I – Vendor Management Performance

Information requested in this attachment will be evaluated and scored for the Business Methodology portion of the evaluation criteria. Competing bidders must attach complete responses to these questions, in the same order in which the information is requested below.

1. **Service Management Plan** (Three pages maximum)

Vendor is required to submit a Service Management Plan that will describe how each of the following items will be addressed:

- How will the service be delivered.
- How will the quality of work performed be assured.
- How the Vendor will approach problem identification, tracking, and resolution.
- How corrective action will be taken in situations where performance and/or quality of work does not meet the requirements and agency-defined specifications
- How the Vendor will interface with State staff.
- How status and progress will be reported.

2. **Marketing Plan** (One page maximum)

Vendor must describe their overall approach and methodology for marketing its services to current and potential clients.

3. **Recruitment Process** (One page maximum)

Vendor must describe the recruitment process that it uses to attract and retain IT candidates, including whether or not it uses non-compete agreements (describe the intent and purpose of any non-compete agreements).

4. **Ability, Capacity and Skills** (Two page maximum)

Vendor must describe the ability, capacity (to include staffing levels), and skills they possess for delivering information technology (IT) services. (NOTE: This is a “What” not a “How” and will be used to assess what the vendor’s capacity is for delivering services to customers on Task Orders resulting from this RFP.)

5. **Maintaining Staff Qualifications and Capabilities** (One page maximum)

Vendor to describe how they maintain staff/personnel qualifications and capabilities to deliver IT services. Explain your organization’s policy on replacing personnel on a job when immediate replacement is requested. What is the level of commitment to satisfy the request?

Attachment J– Pricing Schedule

Vendors who wish to bid must quote their most competitive hourly rates by stating a base rate and an upper rate for each category in which it wishes to provide services under a Task Order assignment. The information must be included in the appropriate columns [on this form](#) or a duplicate.

Mode rates provided are based on awarded history for the Statewide Short Term IT Staffing Contract. Bidders are encouraged to take into consideration mode rates provided.

Detailed descriptions of each of the service categories are included in *Exhibit 1*.

SERVICE CATEGORY	BASE RATE	UPPER RATE	STAFFING CONTRACT CURRENT MODE RATES
1. Computer Programming Services	\$	\$	\$70.00
2. Computer Systems Analysis Services	\$	\$	\$130.00
3. Computer Systems Security Services	\$	\$	\$76.00
4. Database Management Services	\$	\$	\$95.00
5. Desktop Support Services	\$	\$	\$32.00
6. EDMS Services	\$	\$	\$205.00
7. Electronic Commerce/EDI Services	\$	\$	\$56.00
8. Help Desk Support Services	\$	\$	\$30.00
9. IT Financial Analysis Services	\$	\$	N/A
10. IT Operations Support Services	\$	\$	\$31.00
11. IT Training Services	\$	\$	\$160.00
12. LAN Integration Services	\$	\$	\$80.00
13. LAN/WAN Development/Upgrade Services	\$	\$	N/A
14. LAN/WAN Support Services	\$	\$	\$39.00
15. Network Security Services	\$	\$	N/A
16. Technology Advisory Services	\$	\$	\$185.00
17. Project Management Services	\$	\$	\$85.00
18. Telecommunications Services	\$	\$	\$55.00
19. Wireless Networking Services	\$	\$	N/A

Attachment K: Vendor Contact Information

This information must be included in a bidding vendor's proposal. If a contract is subsequently awarded, UPON CHANGES IN PERSONNEL, CONTACT INFORMATION, OR CHANGES IN DUTIES, UPDATES TO VENDOR CONTACT INFORMATION MUST BE REPORTED TO THE STATE'S CONTRACT MANAGER WITHIN 10 BUSINESS DAYS. **ANY VENDOR THAT FAILS TO REPORT CHANGES WITHIN THE TIME FRAME ALLOWED IS SUBJECT TO TERMINATION FOR CAUSE UNDER THIS CONTRACT.**

Vendor Name:	
Address:	
City, ST, Zip:	
Web Address:	

Name of Vendor's Local, Primary Contact (i.e., if awarded a contract under this RFP, name of Contact who will Manage on behalf of Vendor):	
Title within Organization:	
Telephone and Extension:	
Mobile Telephone:	
Email:	
Address (if different from Vendor's Address, above)	

Alternate Contact (i.e., if awarded a contract under this RFP, name of <i>Alternate Contact</i> or back-up to Primary):	
Title within Organization:	
Telephone and Extension:	
Mobile Telephone:	
Email:	
Address (if different from Vendor's Address, above)	

Attachment L - Past Experience / Client References

Bidding Vendors must complete two (2) different client references (no more than two and no less than two), for whom bidder has provided work within the preceding twenty four (24) months, outside of North Carolina State Government, that is directly comparable to what is being requested in this RFP and with enough detail to illustrate the relevance of that experience as compared to the service category(y)ies for which bidder seeks to become pre-qualified. **All information must be provided**; note that if the information cannot be verified, then the reference will be considered invalid in the evaluation process. Further, the State will evaluate and verify the facts, and may reject or fail, at its sole discretion, the bidder’s proposal based on this prior experience description and reference:

Experience / Reference # 01:	
Company Name	
Office Address	
City, ST, Zip	
Contact Name and Title:	
Telephone:	
Email:	
Project Start Date:	Project End Date:
Description of experience:	

Experience / Reference # 02:	
Company Name	
Office Address	
City, ST, Zip	
Contact Name and Title:	
Telephone:	
Email:	
Project Start Date:	Project End Date:
Description of experience:	

Attachment M - Vendor Utilization of Workers Outside U.S.

In accordance with NC General Statute 147-33.97, the Vendor choosing to compete in this bidding process, must detail in its response the manner in which it intends to utilize resources and workers. The State of North Carolina will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award from any such proposal:


1. To be considered for award, a vendor must provide the following for any proposal or actual utilization or contract performance:
 - a. The location of work performed under a state contract by the Vendor, any subcontractors, employees, or other persons performing the contract and whether any of this work will be performed outside the United States
 - b. The corporate structure and location of corporate employees and activities of the Vendors, its affiliates or any other subcontractors
 - c. Notice of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under a state contract outside of the United States
 - d. Any Vendor or subcontractor providing call or contact center services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided

Will any work under this contract be performed outside the United States? Where will services be performed: _____ YES _____ NO _____

**NOTICE
TO CURRENT CONTRACTORS
AND BIDDERS**

THIS IS AN OPEN ENROLLMENT

IMPORTANT ***IMPORTANT *****IMPORTANT**

 <p style="text-align: center;">STATE OF NORTH CAROLINA OFFICE OF INFORMATION TECHNOLOGY SERVICES Statewide IT Procurement Office</p> <p style="text-align: center;">for</p> <p style="text-align: center;">Executive State Agencies (End Using Agency)</p>	<p style="text-align: center;">REQUEST FOR PROPOSAL (RFP)</p> <p style="text-align: center;"># ITS-002441-OE3</p> <p style="text-align: center;">(Open Enrollment)</p>
<p>Refer ALL Inquiries to: Sandra ROSSER, Contract Manager E-Mail: Sandra.Rosser@nc.gov Telephone: (919) 754-6672 333 East Six Forks Road, 3rd Flr P.O. Box 17209 Raleigh, NC 27609-7209 **See page 17 for delivery instructions.</p>	<p>Responses Due and Bids publicly opened: <i>As received until,</i> Thursday September 30, 2010 (2:00 PM EST) <i>(Late Offers are not accepted by the State)</i></p> <p>Date Issued: Friday, June 4, 2010</p> <p>Contract Type: Statewide Convenience (as needed)</p> <p>Commodity Number: 918 Description: Short-Term IT Staffing</p>

IMPORTANT ***IMPORTANT *****IMPORTANT**



**STATE OF NORTH CAROLINA
OFFICE OF INFORMATION TECHNOLOGY SERVICES
Statewide IT Procurement Office**

for

**Executive State Agencies
(End Using Agency)**

Refer ALL Inquiries to:

Sandra ROSSER, Contract Manager
E-Mail: Sandra.Rosser@nc.gov
Telephone: (919) 754-6672
333 East Six Forks Road, 3rd Flr
P.O. Box 17209
Raleigh, NC 27609-7209
**See page 17 for delivery instructions.

REQUEST FOR PROPOSAL (RFP)

ITS – 002441 – OE3

(Open Enrollment)

Responses Due and Bids publicly opened:

**As received until,
Thursday September 30, 2010 (2:00 PM EST)
(Late Offers are not accepted by the State)**

Date Issued: Friday, June 4, 2010

Contract Type: Statewide Convenience (as needed)

Commodity Number: 918

Description: Short-Term IT Staffing

DUE DATE FOR ACCEPTING PROPOSALS: Thursday, September 30, 2010 (2:00 PM EST)

OFFER AND ACCEPTANCE:

This solicitation advertises the State's needs for the services and/or goods described herein. The State seeks proposals comprising competitive bids offering to sell the services and/or goods described in this solicitation. All proposals and responses received shall be treated as offers to contract. The State's acceptance of any proposal must be demonstrated by execution of the acceptance found below, and any subsequent Request for Best and Final Offer, if issued. Acceptance shall create a contract having an order of precedence among terms as follows: Special terms and conditions specific to this RFP, Specifications of the solicitation documents, except as amended, the State's General Terms and Conditions for Goods and Related Services, as may be amended by the Supplemental Terms annexed hereto, if any, Best and Final Offers, if any and the awarded Vendor's proposal.

EXECUTION:

In compliance with this Request for Proposal, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all services or goods upon which prices are bid, at the price(s) offered herein, within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion. Failure to execute/sign bid prior to submittal shall render bid invalid. Late bids are not acceptable.

VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO
Will any work under this contract be performed outside the United States? Where will services be performed:		YES _____ NO _____
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Offer valid for ninety (90) days from date of bid opening unless otherwise stated here: _____ days

ACCEPTANCE OF BID:

If any or all parts of this bid are accepted, an authorized representative of ITS shall affix their signature hereto and this document and the provisions of the special terms and conditions specific to this Request for Proposal, the specifications, and the ITS Terms and Conditions shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

FOR ITS USE ONLY

Offer accepted and contract awarded this ___ day of _____, 200__, as indicated on attached certification,
by _____ (Authorized representative of ITS).

ISSUING AGENCY:

Office of Information Technology Services
Statewide IT Procurement Office
333 Six Forks Road, Third Floor
Raleigh, North Carolina 27609

USING AGENCY:

Office of Information Technology Services
Statewide IT Procurement Office
333 Six Forks Road, Third Floor
Raleigh, North Carolina 27609

DELIVERY INSTRUCTIONS:

Deliver one (1) one signed original (with two signed copies of the Bidders Execution of Proposal) and one (1) printed copy of the Proposal to Issuing Agency in a sealed package with Company Name and RFP Number clearly marked on the front. Bidders must also submit one (1) electronic copy of its proposal on read-only CD/DVD(s) with the printed original. The files on the discs must not be password-protected and must be capable of being copied to other media forms.

DELIVER TO:

BID NUMBER: RFP # ITS-002441-OE3

Office of Information Technology Services
Statewide IT Procurement Office
Attention: Sandra Rosser, Contract Manager
333 Six Forks Road, Third Floor
Raleigh, NC 27609

DEADLINE FOR ACCEPTING OPEN ENROLLMENT PROPOSALS: [September 30, 2010 \(2:00 pm. EST\)](#)

(Proposals may be submitted anytime prior to 9/30/10. It is highly recommended that vendors submit their proposals as early as possible. Proposals will be evaluated for eligibility and added to contract as they are received and approved).

Sealed bids, subject to the conditions made a part hereof, will be received at 333 Six Forks Road, Third Floor, Raleigh, North Carolina, until 2:00 p.m. EST. Vendors may submit proposals at any time prior to this date. No proposals will be accepted after 9/30/10, for furnishing and delivering the commodity as described herein. Proposals for this RFP must be submitted in a sealed package with the Execution of Proposal signed and dated by an official authorized to bind the Vendor's firm. Failure to return a signed Execution of Proposal shall result in disqualification. All proposals must comply with Section VII, Proposal Content and Organization.

Proposals WILL NOT be accepted by electronic means. This RFP is available electronically at <http://www.ips.state.nc.us/ips/pubmain.asp>. All inquiries regarding the RFP requirements are to be addressed to the contact person listed on Page One.

Questions: Questions may be submitted via e-mail to: Sandra.Rosser@nc.gov. Please insert "ITS-002441-OE3 Questions" in the subject matter of your e-mail.

Basis for Rejection. Pursuant to 9 NCAC 06B.0401, the State reserves the right to reject any and all offers, in whole or in part; by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered; non-compliance with the requirements or intent of this solicitation; lack of competitiveness; error(s) in specifications or indications that revision would be advantageous to the State; cancellation or other changes in the intended project, or other determination that the proposed requirement is no longer needed; limitation or lack of available funds; circumstances that prevent determination of the best offer; or any other determination that rejection would be in the best interest of the State.

NOTICE TO VENDORS: The State objects to and will not be required to evaluate or consider any additional terms and conditions submitted with a Vendor response. This applies to any language appearing in or attached to the document as part of the Vendor's response. By execution and delivery of this Request for Proposal and response(s), the Vendor agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.

Late Proposals. Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor's sole risk to ensure delivery at the designated office by the designated time. Late proposals will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

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I. Introduction

The purpose of this RFP and any resulting contract award is to solicit proposals to qualify Vendors for short-term IT staffing services for the State. State agencies, community colleges, universities, institutions, counties, municipalities, public schools, and other local governmental entities may participate in this contract at their option.

This contract is intended as a convenience contract for use by the above-stated entities and is not mandatory. Multiple vendors will be selected for the eligible vendor list, and only those eligible vendors will be given an opportunity to provide responses to the Task Orders for individual agency IT staffing needs.

Vendors must submit an acceptable and qualified response to this RFP, as determined by the State, in order to become eligible for award. The State may identify a need for IT short-term staff through the issuance of a solicitation document, hereafter referred to as a Task Order. The hiring entity's staffing needs may vary in terms of resources required, dates of service, and length of assignment. After a Task Order is issued, eligible vendors will be notified and may respond by submitting offers to provide the services described in the solicitation document.

Vendors awarded Task Orders will be required to pay a fee comprising four percent (4%) of the staffing services billed as an administrative fee for contract administration. This fee will be based upon the total cost billed for IT staffing services on the Task Order and shall be applicable to billable hours only. The four percent (4%) fee will apply to all awarded Task Orders beginning July 1, 2010. Travel expenses invoiced separately to the State will not be subject to the administrative fee.

THE STATE MAKES NO COMMITMENT TO ACQUIRE ANY SERVICES UNDER THIS CONTRACT.

II. Bidding Information

A. Instructions to Vendors

Additional acronyms, definitions and abbreviations may be included in the text of the RFP.

Proposals submitted electronically, or via facsimile (FAX) machine will not be accepted.

EXECUTION: Failure to sign under EXECUTION section will render proposal invalid.

TIME FOR CONSIDERATION: Unless otherwise indicated on the first page of this document, Vendor's offer must be valid for 90 days from the date of proposal opening

FAILURE TO MEET PROPOSAL REQUIREMENTS: While it is not anticipated that the awarded Vendor will fail to meet the proposal requirements, if such should occur, the right is reserved to further evaluate the responses to this RFP and then to recommend an award to the next Vendor response that represents the best interest of the State.

PROMPT PAYMENT DISCOUNTS: Vendors are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.

MISCELLANEOUS: Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.

VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM: Vendor Link NC allows Vendors to electronically register with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available through our Internet web site: <http://www.its.state.nc.us/ITProcurement/>

ORGANIZATION: Vendors are directed to carefully review Section VI herein and fully comply with the content and organizational requirements therein.

E-PROCUREMENT: This is not an e-procurement solicitation. Paragraphs #46 and #47 of the Terms and Conditions are modified accordingly:

- a. General information on the e-procurement service can be found at <http://www2.eprocurement.ncgov.com>
- b. Within two days after notification of award of a contract, vendor must register in NC E-Procurement @ Your Service.
- c. As of the RFP submittal date, the Vendor must be current on all e-Procurement fees. If the Vendor is not current on all e-Procurement fees, the State may disqualify the Vendor from participation in this RFP.

B. General Conditions for Proposals

RFP Requirements. The use of the terms “shall,” “must,” or “will” in this RFP indicate a mandatory requirement or condition. The words “should” or “may” in this RFP indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omissions of, such a desirable feature will not by itself cause rejection of a proposal.

Definitions, Acronyms and Abbreviations. Generally, see 9 NCAC 06A.0102 for definitions. The following are additional defined terms:

- a) The State: Is the State of North Carolina, and its Agencies.
- b) ITS: Office of Information Technology Services.
- c) Vendor: Company, firm, corporation, partnership, etc., submitting a response to a solicitation.
- d) Reasonable, necessary or Proper: As used herein shall be interpreted solely by the State of North Carolina.
- e) RFP: Request for Proposal
- f) Eligible Vendors: Vendors whose proposals have been evaluated against the selection criteria identified herein, according to best value procurement methodology, and found to present a feasible offering for the State.
- g) Convenience Contract: An indefinite quantity contract that may be used by state agencies to purchase goods or services at the agency’s discretion. Use of a convenience contract is not mandatory.
- h) Open Enrollment: The time period when a vendor may submit and qualify to be added to the list of eligible vendors to provide short-term IT staffing services, if the State determines that additional vendors are needed to meet increased demand for IT short-term staffing needs. These open enrollments shall be open to all potential new vendors and to existing vendors seeking to qualify for additional categories.
- i) Proposal: The vendor’s response to this RFP by which vendors may be added to the eligibility list.
- j) Task Order: A solicitation document that describes a specific business or technology staffing need for a hiring entity. It will include required skill sets and position descriptions that generally describe the service requirement(s) to be addressed. It also defines the format of the response document and, together with the RFP and vendor response, forms the contract.
- k) Task Order Response: The vendor’s response to a Task Order solicitation document that includes, at a minimum, resumes for available individuals who meet skill set requirements and quoted hourly rates for the individuals.

Read and Review. It shall be the Vendor’s responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements and the State’s intent as specified herein. If a Vendor discovers an inconsistency, error or omission in this solicitation, the Vendor should request a clarification from the State’s contact person listed on the front page of the solicitation. Questions and clarifications must be submitted in writing and may be submitted by personal delivery, letter, fax or e-mail within the time period identified hereinabove.

Vendor Responsibility. The Vendor(s) will be responsible for investigating and recommending the most qualified candidate(s) at the most reasonable cost for the specific position requirement(s). Consideration shall be given to the education and experience level of the proposed candidate(s), and only candidates, who meet at least the minimum requirements specified in the Task Order, or better, shall be submitted.

Oral Explanations. The State will not be bound by oral explanations or instructions given at any time during the bidding process or after award. Vendor contact regarding this RFP with anyone other than the Agency contact or procurement officer named on Page 2 above may be grounds for rejection of said Vendor's offer. Agency contact regarding this RFP with any Vendor may be grounds for cancellation of this RFP.

Insufficiency of References to Other Data. Only information that is received in response to this RFP will be evaluated. Reference to information previously submitted will not suffice as a response to this solicitation.

Conflict of Interest. Applicable standards may include: N.C.G.S. §§ 147-33.100, 14-234, 133-32. The Vendor shall not knowingly employ, during the period of this contract, nor in the preparation of any response to this solicitation, any personnel who are, or have been, employed by a Vendor also in the employ of the State and who are providing services involving, or similar to, the scope and nature of this solicitation or the resulting contract.

Contract Term. A contract awarded pursuant to this RFP open enrollment shall have an effective date as provided in the Notice of Award.

The term of the convenience contract (RFP) shall be from the date of award through June 30, 2011. The State reserves the option to extend this contract for two (2) additional one (1) year periods at its sole discretion.

Individual Task Orders will be issued for no more than twelve (12) months, with no option to renew. Notwithstanding the expiration of this convenience contract, individual Task Orders may require the Vendor's personnel to work beyond this contract expiration date to complete a specific assignment. In that event, the terms and conditions of this convenience contract shall survive beyond the stated expiration date .

Effective Date. This solicitation, including any Exhibits, or any resulting contract or amendment shall not become effective nor bind the State until the appropriate State purchasing authority/official or Agency official has signed the document(s), contract or amendment; the effective award date has been completed on the document(s), by the State purchasing official, and that date has arrived or passed. The State shall not be responsible for reimbursing Vendor for goods provided nor services rendered prior to the appropriate signatures and the arrival of the effective date of the Contract. No contract shall be binding on the State until an encumbrance of funds has been made for payment of the sums due under the contract.

Historically Underutilized Businesses. Pursuant to General Statute 143-48 and Executive Order #150, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. For more information, visit the HUB Office web site at: <http://www.doa.state.nc.us/doa/hub/>.

Clarifications/Interpretations. Any and all amendments or revisions to this document shall be made by written addendum from the IT Procurement Office. Vendors may call the purchasing agent listed on the first page of this document to obtain a verbal status of contract award. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.

Rights Reserved. While the State has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the State of North Carolina, or the procuring Agency, to award a contract. Upon determining that any of the following would be in its best interests, the State may:

- waive any formality;
- amend the solicitation;
- cancel or terminate this RFP;
- reject any or all proposals received in response to this document;
- waive any undesirable, inconsequential, or inconsistent provisions of this document, which would not have significant impact on any proposal;
- if the response to this solicitation demonstrates a lack of competition, negotiate directly with one or more Vendors;

- not award, or if awarded, terminate any contract if the State determines adequate State funds are not available; or
- If all responses are deficient, determine whether Waiver of Competition criteria may be satisfied, and if so, negotiate with one or more Vendors.

Submitting a Proposal. Each Vendor submitting a proposal warrants and represents that:

- The proposal is based upon an understanding of the specifications and requirements described in this RFP.
- Costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the State are entirely the responsibility of the Vendor. The State is not liable for any expense incurred by the Vendors in the preparation and presentation of their proposals.

All materials submitted in response to this RFP become the property of the State and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the State and Vendor resulting from this RFP process.

A proposal may not be unilaterally modified by the Vendor for a 90-day period following the delivery of the proposal, or of any best and final offer.

C. Evaluation Process

"Best Value" procurement means the selection of a Vendor by determining which proposal offers the best trade-off between price and performance, where quality is considered an integral performance factor. The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's proposal; the Vendor's past performance; and the evaluated probability of performing the requirements stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance.

Source Selection. A tradeoff/ranking method of source selection will be utilized in this procurement to allow the State to award the contract to the Vendor(s) providing the Best Value, and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against, other non-price factors.

- a) The evaluation methodology shall be consistent with 9 NCAC 06B.0302, or the corresponding section of any future NC Administrative Code, and this Section.
- b) The evaluation committee may request clarifications, an interview with or presentation from any or all Vendors as allowed by 9 NCAC 06B.0307. However, the State may refuse to accept, in full or partially, the response to a clarification request given by any Vendor. Vendors are cautioned that the evaluators are not required to request clarifications; therefore, all offers should be complete and reflect the most favorable terms. Vendors should be prepared to send qualified personnel to Raleigh, North Carolina, to discuss technical and contractual aspects of the proposal.
- c) The State will follow the process below when evaluating proposals submitted in response to this RFP:

It is the general intent to pre-qualify multiple vendors for this contract, utilizing a one-step procurement process. Vendors shall submit proposals combining technical and price information together.

Evaluation Process Explanation. State Agency employees will evaluate all proposals. All proposals will be initially classified as being responsive or non-responsive. If a proposal is found non-responsive, it will not be considered further. All responsive proposals will be evaluated based on stated evaluation criteria. Any references in an answer to another location in the RFP materials or Proposal shall have specific page numbers and sections stated in the reference.

To be eligible for consideration, a Vendor must meet the intent of all mandatory requirements. Compliance with the intent of all requirements will be determined by the State. Responses that do not meet the full intent of all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be

deemed non-responsive. Further, a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

Vendors are advised that ITS is not obligated to ask for, or accept after the closing date for receipt of proposal, data that is essential for a complete and thorough evaluation of the proposal.

Best and Final Offers (BAFO). If negotiations or subsequent offers are solicited, the Vendors shall provide BAFOs in response. Failure to deliver a BAFO when requested shall disqualify the non-responsive Vendor from further consideration. The State may establish a competitive range based upon evaluations of proposals, and request BAFOs from the Vendors within this range; e.g. "Finalist Vendors". The State will evaluate BAFOs and add any additional points to the Vendors' respective scores.

Each of the evaluation criteria below shall be evaluated in accordance with the solicitation documents.

- d) Evaluation Criteria – Vendor qualifications substantially impact the evaluation process, and will be evaluated for the following:

Criteria	Description	Weight
Vendor Profile – (Attachment B Attachment I)	Vendor Management Performance <ul style="list-style-type: none"> • Service Management Plan • Marketing Plan • Recruitment Process • Ability, Capability and Skills • Maintaining Staff Qualifications and Capabilities 	35%
Proposed hourly rate ranges for service categories – (Attachment D Attachment J)	A pricing formula will be applied in order to rank a Vendor's base and upper rate. The State may choose to negotiate rates. Vendors may not qualify for all categories for which they submit rate ranges.	35%
Vendor Past Performance – (Attachment G)	Demonstration of past performance under similar contracts with at least three (3) other state government entities or the private sector. This requirement is waived for open enrollment	0%
Client References – (Attachment F Attachment L)	Qualification and experience at client reference sites, per customer references	10%

- e) Demonstration of compliance with the Mandatory Proposal Specifications.
- f) Demonstration of satisfaction of any Desired Proposal Specifications.
- g) Strength of references relevant or material to technology area(s) or Specifications.
- h) Submission of all material specified in the mandatory proposal requirement section.
- i) Compliance with the proposal and organization section.

Vendor may be disqualified from any evaluation or award if Vendor, or any key personnel proposed, has previously failed to perform satisfactorily during the performance of any contract with the State, or violated rules or statutes applicable to public bidding in the State. If meeting all requirements as stated in this RFP Vendor must have a final evaluation score of at least 50% out of 80% in order to become pre-qualified as a contractor.

The Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsibility	Date
Issue of RFP	Statewide IT Procurement	10/4/2007 6/4/10
Submission of Proposal	Vendors	12/21/2007 9/30/10
Contract Award	Statewide IT Procurement	TBD

Award of Contract. Qualified proposals will be evaluated and acceptance may be made in accordance with Best Value procurement practices as defined by GS §143-135.9 and applicable administrative rules. The responsible Vendors whose proposals are most advantageous to the State, taking into consideration the evaluation factors herein, will be recommended for contract award. Unless otherwise specified by the State or the Vendor, the State reserves the right to accept any item or group of items on a multi-item proposal.

ITS has implemented links to the Interactive Purchasing System (IPS) that allow the public to retrieve proposal award information electronically from our Internet web site: <http://www.ips.state.nc.us/ips/pubmain.asp>. Click on the IPS BIDS icon, click on Search for BID, enter the Agency prefix-proposal number (ITS-002441-OE3), and then search. This information may not be available for several weeks dependant upon the complexity of the acquisition and the length of time to complete the evaluation process.

Protest Procedures: Protests of awards exceeding \$25,000 in value must be submitted to the issuing Agency at the address given on the first page of this document. Protests must be received in this office within 15 calendar days from the date of the contract award and provide specific reasons and any supporting documentation for the protest. All protests will be governed by Title 9, Office of Information Technology Services, Subchapter 06B Sections .1009 - .1029.

III. Technical Services Required

Eligible vendor(s) that are awarded contracts for agency Task Orders will provide individuals (skilled, with documented expertise and experience) in one or more of the following information technology areas:

- 1) Computer Programming Services
- 2) Computer Systems Analysis Services
- 3) Computer Systems Security Services
- 4) Database Management Services
- 5) Desktop Support Services
- 6) EDMS Services
- 7) Electronic Commerce/EDI Services
- 8) Help Desk Support Services
- 9) IT Financial Analysis Services
- 10) IT Operations Support Services
- 11) IT Training Services
- 12) LAN Integration Services
- 13) LAN/WAN Development/Upgrade Services
- 14) LAN/WAN Support Services
- 15) Network Security Services
- 16) Technology Advisory Services
- 17) Project Management Services
- 18) Telecommunications Services

19) Wireless Networking Services

One or more vendors whose proposals meet the requirements of the RFP will be awarded a contract to service the current and anticipated needs of the State. The awarded contract will incorporate the Vendor's proposal response into a Statement of Commitment to provide personnel within the time frame specified. Assignments shall be for short-term (not to exceed twelve months) IT staffing services, with no option to renew. Vendors do not have to commit to provide services in all categories to become eligible, and will only be qualified to respond to Task Orders under the categories for which they have committed and have been approved.

IV. Contract Performance Requirements

This section contains specific requirements for compliance under this contract. Performance will be monitored and measured periodically to ensure quality vendor adherence to these requirements. At the end of the contract year, vendor performance under the contract will be evaluated.

Time Allowed for Vendor Response to Individual Task Orders. Eligible vendors will be allowed up to ten (10) days from the time the Task Orders are issued to submit an offer in response. This time period is determined in part by the complexity of the job descriptions and skill set requirements. At the discretion of the State, this time period may be lengthened or decreased. In emergency (break/fix) situations, the time period may be decreased significantly or waived. Individual Task Orders will contain a provision for response time requirements, and eligible vendors are required to comply with the stated provisions set forth in each Task Order in order to be considered for that individual request. Vendors should respond only with their most qualified candidate(s). If a Vendor cannot provide a qualified candidate for some Task Orders, they will not be required to submit a "NO BID" response.

Submission of Resumes. Vendors shall submit resume(s), along with the associated hourly rate, for each candidate offered to provide services to the Agency as specified in the individual Task Order. The individual rate may fall within the Vendor's approved rate range for the specified category (or below the base rate, if desired) but must never exceed the upper rate. In cases where the same candidate's resume is submitted by multiple vendors, and that candidate is deemed to be the best candidate for the assignment described in the Task Order, the Agency will contract with the Vendor proposing the lowest rate. Vendors always must notify the candidate that their resume has been submitted for each individual Task Order.

Any vendor that submits an individual's rate in response to a Task Order that is in excess of the approved upper rate for the specified category for that Vendor is subject to termination for cause under this contract.

Certification of Employee Skill Sets and Capability to Perform Required Tasks. Those Vendors that present for assignment, under the contract, personnel who prove incapable of performing all tasks assigned as described in the Task Order a total of two (2) times or more during the term of the contract may be terminated from the contract. This criterion will be measured by the number of complaint forms (one complaint form per incident) submitted to the contract manager by the using agencies. The forms will document that the agency has concerns with Vendor performance or qualification issues. These issues may include, but are not limited to, the following:

- The individual represented by the Vendor and placed on assignment does not have the skill sets and experience required to meet job description requirements.
- The resumes submitted by the Vendor in response to posted Task Orders are not indicative of required skill sets.
- Upon interview of an individual based on the resume or other representation by the Vendor, the agency determines that the individual does not have the required skill sets or experience.
- Agencies shall use discretion when issuing a complaint against a vendor whose employee placed on assignment has to be terminated because skill sets or experience are not as represented, or when it is determined during the interview process that the candidate does not have the required skill sets.
- The State is the exclusive, final judge of whether a skill set or experience level is misrepresented.

Billing Requirements.

Vendors shall not begin an assignment without a valid purchase order number. The hiring agency shall ensure that no work is commenced before a valid purchase order is in place.

The State does not pay for shift work or overtime; the State will pay straight time only. If a Vendor's employee is required to work shift work, overtime, or on a State holiday, the Vendor will invoice only for straight time at the contracted hourly rate.

Vendors awarded engagements under the agency Task Orders shall invoice for whole hours only. There shall be no partial-hour billing. The State's accounting system does not allow for entry of partial hours for payment of services.

Reporting Requirements.

~~Vendors awarded engagements under the agency Task Orders shall enter contractor hours worked, on a calendar-month basis, into the State's on-line tracking system by the last working day of the month following services being provided.~~

~~The information captured in the tracking system will be used to monitor the usage of, and to track the amount of money spent for, short-term IT staff for the State, as well as to provide information on vendor compliance and other information as needed.~~

~~Vendors awarded engagements under the agency Task Orders shall provide a monthly activity report of the previous month's activity, on a calendar-month basis, to the contract manager for review by the last working day of the month following services being provided. Reports may be generated from the on-line tracking system, utilizing the Reporting function, and sent via fax to 919-981-5374 or by U.S. Postal Service to: Short-Term IT Staffing Contract Manager, Statewide IT Procurement Office, Office of Information Technology Services, 3900 Wake Forest Road, Raleigh, NC 27609.~~

~~In lieu of generating the report from the tracking system, an Excel spreadsheet template will be provided for use in monthly reporting. Vendors may use either method of reporting.~~

~~Any Vendor that fails to submit the monthly activity report and/or enter contractor hours worked into the on-line tracking system as required is subject to termination for cause under this contract.~~

~~Administrative Fee. Vendors shall submit a copy of the monthly report, referenced in 5a) above, and a check for the **two percent (2%) administrative fee**, made payable to "Information Technology Services," to Accounts Receivable Supervisor, Financial and Facilities Services, Office of Information Technology Services, P.O. Box 17209, Raleigh, NC 27619-7209 by the last working day of the month following services being provided. Please note that this fee may not be combined with an administrative fee from any other contract that may be administered by the Statewide Procurement Office (in cases where the same company is qualified for multiple contracts). Important: An identification number must appear on all fee checks or check stubs to identify the fee with this contract. This I.D. number will be posted in the instructions on the Short-Term IT Staffing Contract web site. Any Vendor that fails to remit payment of the administrative fee for staffing services is subject to termination for cause under this contract. Refusal to remit the administrative fee will result in immediate termination from this contract and may result in debarment.~~

(As of 7/1/2010 the following supersedes and is changed to)

Vendors awarded engagements under the agency Task Orders shall provide to the Statewide IT Procurement Contract Manager a monthly activity report of the previous month's activity for contractor hours worked, on a calendar-month basis by the 15th day of the month. Failure to report hours to the Statewide IT Procurement Contract Manager may subject the vendor to Termination for Cause. The Statewide IT Procurement Contract Manager will generate a billing usage invoice for appropriate administrative fees. This invoice will be e-mailed to the designated contact assigned by the vendor. Vendors will be required to submit payment of administrative fees within 30 days of receipt of invoice.

The information will be used to monitor the usage of, and to track the amount of money spent for, short-term IT staff for the State, as well as to provide information on vendor compliance and other information as needed.

Reports must be generated and sent via email to: Sandra.Rosser@nc.gov
An Excel spreadsheet template will be provided for use in monthly reporting.

Any Vendor that fails to submit the monthly activity report for contractor hours worked as required is subject to termination for cause under this contract.

Administrative Fee. Vendors shall submit a copy of the billing usage invoice, referenced in 5a) above, and a check for the appropriate (4%) and or (2%) administrative fee, **made payable to "Information Technology Services," to Accounts Receivable Supervisor, Financial and Facilities Services, Office of Information Technology Services, P.O. Box 17209, Raleigh, NC 27619-7209 within 30 days of receipt of billing usage invoice.** Please note that this fee may not be combined with an administrative fee from any other contract that may be administered by the Statewide Procurement Office (in cases where the same company is qualified for multiple contracts).

Important: Identification number STAF000641 must appear on all fee checks or check stubs to identify the fee with this contract.

Any Vendor that fails to remit payment of the administrative fee for staffing services is subject to termination for cause under this contract. Refusal to remit the administrative fee will result in immediate termination from this contract and may result in debarment.

Vendors with active assignments awarded under the Short Term IT Staffing Contract prior to July 1, 2010 will be invoiced for contractor hours based on a two percent (2%) fee. The two (2%) percent fee will remain in effect during the duration of the assignment.

As of July 1, 2010 assignments awarded to vendors under the Short Term IT Staffing Contract will be invoiced for contractor hours based on a four percent (4%) fee.

Vendor Contact Information

Vendors are required to provide contact information in their RFP response. ~~Attachment E~~ Attachment K, Vendor Contact Information Form, must be included in the proposal package. Eligible Vendors that have subsequent changes to contact information must provide the changes to the Contract Manager within ten (10) days of the change by submitting an updated SIT-1006 Form which can be downloaded in the Short Term IT Staffing Contract by selecting "forms" from the drop down menu under Vendor Instructions. The SIT-1006 Form should be submitted via email to:

Sandra.Rosser@nc.gov. Any Vendor that fails to submit changes to vendor contact information within the time frame allowed is subject to termination for cause under this contract.

~~If a Vendor undergoes a name change, ownership change, merger, buyout, or any change from the information originally provided when the Vendor was qualified, the Vendor must notify the contract manager in writing within ten (10) days of formalizing the occurrence. The written notification must be on company letterhead; must provide specifics on the affected change, such as the reason for the change, the effective date of the change, etc.; and must be signed by an official who has authority to bind the firm. The notification must state that the company will honor the terms of contract. If the company is engaged in contract services with the State at the time of the change, the company will complete the services.~~

~~Any Vendor that fails to submit notification of name change, ownership change, merger, buyout, or other changes to vendor status within the time frame allowed is subject to termination for cause under this contract.~~

~~(As of 7/1/2010 the following supersedes and is changed to)~~

If a Vendor undergoes any consolidation, acquisition, or merger the Vendor must notify the contract manager in accordance with paragraph 22) Section X Contractual Terms and Conditions. The Vendor shall include the following information in its notice of any consolidation, acquisition, or merger: specifics on the affected change (such as the reason for the change, the effective date of the change etc.). The notice shall be on company letterhead and signed by an official who has authority to bind the firm and state that the company will honor the terms of contract.

Financial Status Updates for Individual Task Orders. State Agencies may require that eligible Vendors submit proof of financial stability with their Task Order response. The agencies will specify the form of documentation that they will be willing to accept.

V. Other Requirements

Personnel Matters

Professionalism. The Vendor's personnel shall adhere to the same professional and ethical standards of conduct required of State personnel. Vendor personnel shall not:

Discuss with unauthorized persons any information obtained in the performance of work under any Task Order not considered a public record pursuant to NCGS §132-1 et. seq.

Conduct business not directly related to the Task Order on agency premises;

Use computer systems and/or other agency facilities for company or personal business other than work related to the Task Order;

Recruit on agency premises or otherwise act to disrupt agency business.

Training. The Vendor shall provide fully trained and experienced personnel (including replacement personnel) required for performance of any work under Task Orders awarded. This includes training necessary for keeping personnel abreast of industry advances and for maintaining proficiency on equipment, computer languages, and computer operating systems that are available on the commercial market. When requested by the State, training of personnel shall be performed by the Vendor at its own expense.

Authority. Vendor personnel shall not hold themselves out to be representatives, in any capacity, of the State. In all communications with third parties, Vendor personnel shall identify themselves as such and specify the name of the Vendor.

In all communications with other Vendors in connection with a Task Order, the Vendor personnel shall state that he or she has no authority to in any way change the contract and that if the other Vendor believes a particular communication to be a direction to change the requirements of a Task Order, they should notify the hiring agency's contracting officer for that Task Order and not carry out the direction until a clarification has been issued by the agency's contracting officer.

The Vendor shall ensure that all of its personnel are informed of the substance of this section, and the substance of this section shall be included in all subcontracts at any tier.

Required Travel. The State will not pay any extra costs for Vendor personnel (i.e., benefits, insurance, room and board, and any other additional costs). The State will not pay travel costs to and from the designated workplace for the Vendor's personnel. In the event that the Vendor's personnel are required by the State to travel away from the regularly assigned work location to perform related tasks, the State will reimburse the Vendor in accordance with the then current State Travel Reimbursement Policies and Regulations issued by the Office of State Budget and Management, or the agency-specific travel policies and regulations if so stated in the Task Order. For the most current reimbursement rates, Vendors may reference the North Carolina State Budget Manual at:

http://www.osbm.state.nc.us/files/pdf_files/2003_budget_manual.pdf. Any assignment involving air travel for supplemental staff requires approval of the agency hiring manager or approval authority and only coach class airfare will be reimbursed. All travel requests must be documented with time sheets and other appropriate receipts.

Workspace and Other Required Resources.

The State will provide workspace and facilities for all Vendors' employees whose services are contracted, as appropriate. The State will provide the necessary data processing equipment and computer resources to meet the work assignment requirements, unless otherwise stated for each Task Order.

~~VENDOR UTILIZATION OF WORKERS OUTSIDE U.S.: In accordance with Executive Order #60, the Vendor must detail in the bid response, the manner in which it intends to utilize resources or workers located outside of the United States, if applicable. The State of North Carolina will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award for any such Vendor's proposal. The Vendor shall provide the following for any proposal or actual utilization or contract performance outside of the United States:~~

- ~~a) The location of work performed under a state contract by the Vendor, any subcontractors, employees, or other persons performing the contract~~
- ~~b) The corporate structure and location of corporate employees and activities of the Vendors, its affiliates or any other subcontractors~~
- ~~c) Notice of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under a state contract outside of the United States~~
- ~~d) Any Vendor or subcontractor providing call or contact center services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided~~

(As of July 1, 2010 the following supersedes and is changed to) Attachment G must be filled out and submitted with bid response. Failure to do so may result in the RFP being deemed non-responsive and rejected on that basis.

Security & Background Checks. The State reserves the right to require a security background check or otherwise approve any employee or agent provided by Vendor, and to refuse access to or require replacement of any such personnel for cause, including, but not limited to, technical or training qualifications, quality of work or change in security status or non-compliance with the Agency's security or other requirements. This approval requirement shall not relieve Vendor of its obligations to perform all work in compliance with the Contract terms. The Vendor may be required to bear the cost of performing the background check if so specified in the individual Task Order. The State reserves the right to reject and/or bar any Vendor personnel, whether employee or agent, from the State facilities for cause. Facilities, as used herein, shall comprise physical, Internet based resources or interfaces, intranet resources, or informational resources.

VI. Pricing Schedule

Vendors will indicate the service categories in which they wish to be considered by submitting rate ranges for each on the pricing schedule (~~Attachment D~~ Attachment J). Vendors may provide bid rates for one or more service categories, but may not necessarily receive approval for all categories submitted. For each service category bid, the Vendor shall provide the following:

1. Base Rate: The rate that the Vendor will provide information technology professionals that meet the minimum qualifications as stated in Exhibit 1, Service Categories. Base rates quoted as a result of this RFP proposal does not preclude any vendor from offering a rate lower than the established base rate in response to any Task Order.
2. Upper Rate: The maximum rate that the vendor will provide information technology professionals that exceed the minimum qualifications with demonstrated success in the requirements as stated in Exhibit 1, Service Categories, and the authorized users' Task Orders. Upper rates as quoted in this proposal as a result of this RFP will preclude any vendor from offering a rate higher than the established upper rate in response to any Task Order

The Vendor will provide services as defined in this RFP for a period from the date of award through ~~October 31, 2008~~ June 30, 2011 with the State reserving the option to extend this contract for two (2) additional one (1) year periods at its sole discretion. Such Services shall be provided in accordance with the Vendor's price set forth in the schedule.

Incumbent vendors under the Short Term IT Staffing Contract ITS-002441 may submit for consideration changes to rate ranges for one or more service categories listed in Attachment J. Proposals will be evaluated for each service category resulting in approval or rejection of request. Approval and or rejection of cost proposal may not necessarily apply to all categories. Exhibit 1 provides description of service categories. Attachment J – Pricing Schedule provides the mode rate based on previous awards for each category of service.

Increases in the Upper Rate beyond the first year, if the State exercises its option to renew the contract, shall be at the sole discretion of the State and, if accepted, shall be effective on the anniversary date for each succeeding year. All price increases will be governed by the Employment Cost Index of the US Bureau of Labor Statistics for the latest twelve (12) months for which statistics are available. Increases shall not exceed the index's most recent percentage available to the State as published by the Bureau of Labor Statistics at their Web site: <http://stats.bls.gov/news.release/eci.t03.htm> or by telephone at (202) 691-6199. The industry and occupational group that applies to this contract is "Management, professional, and related (2)" as found in Table 3. If prices for the services remain the same or decrease for succeeding years, the State shall be afforded the opportunity to renew the services at the lowest available price as available to any other customer.

Base rates, as quoted in this proposal, will remain firm for the life of any contract awarded as a result of this RFP. This does not preclude any vendor from offering a rate lower than the established base rate in response to any Task Order.

VII. Proposal Content and Organization

This section should contain all relevant and material information relating to the Vendor's organization, personnel, and experience that would substantiate its qualifications and capabilities to perform the services described in this RFP. If any relevant and material information is not provided, the offer may be rejected from consideration and evaluation. Proposals will be considered and evaluated based upon the Vendor's full completion and response to the following, and any additional requirements herein, or stated in a separate Exhibit.

Proposal Content. Demonstrate compliance with all mandatory conditions, requirements and terms of performance. Vendor must complete and submit with their proposal ~~Attachment A~~ Attachment H – Required Vendor Information.

- a) Vendors must meet the following requirements:
 - i) In order to become eligible for this contract, the vendor must have been in business for a minimum of twelve (12) full months.

Corporations whose main office(s) are located outside of North Carolina must comply with Article 15, Chapter 55, of the North Carolina General Statutes, if applicable. You may review this information by searching for "chapter 55" on the Statute Look-Up link at the following website: <http://www.ncleg.net/> Information and instructions are provided under Corporations, FAQ, on the Secretary of State's web site at: www.secretary.state.nc.us/corporations/

~~Vendor must complete and submit with their proposal Attachment B – Vendor Management Performance. This document will be evaluated and used to assess the vendor's capacity for delivering services to customers on Task Orders resulting from this Contract.~~

~~Vendor must complete and submit with their proposal Attachment D – Pricing Schedule.~~

~~Vendor must complete and submit with their proposal Attachment E – Vendor Contact Information.~~

- ~~b) Using Attachment F, Vendors must provide references of three (3) different clients for which work similar to what is being requested in this RFP was performed within the preceding twelve (12) months. (A reference must be someone with direct knowledge of the work ethics and capabilities of the Vendor and the contractor personnel that they furnish.) The State prefers that the references be located in the State of North Carolina. The following information must be provided for each reference on Attachment F:
 - ~~i) Company name and address~~
 - ~~ii) Client contact name, title, telephone number, and e-mail address~~
 - ~~iii) Beginning and ending dates the work was performed (if ongoing, so indicate)~~
 - ~~iv) Description of the work performed~~~~
- ~~c) This requirement is waived for open enrollment. Vendor must complete and submit with their proposal Attachment C – Vendor Past Performance. This document will be evaluated and used to assess the vendor's past performance under the IT Supplemental Staffing Convenience Contract or similar contracts in size and scope with at least three (3) other state government entities or the private sector.~~

(As of July 1, 2010 the following supersedes and is changed to)

a) Vendor must complete and submit with their proposal Attachment G– Vendor Certification of Compliance with Executive Order #24

b) Vendor must complete and submit with their proposal Attachment H – Vendor Business Information.

d) Vendor must complete and submit with their proposal Attachment I - Vendor Management Performance. This document will be evaluated and used to assess the vendor's capacity for delivering services to customers on Task Orders resulting from this Contract.

e) Vendor must complete and submit with their proposal Attachment J – Pricing Schedule.

f) Vendor must complete and submit with their proposal Attachment K – Vendor Contact Information.

g) Vendor must complete and submit with their proposal Attachment L – Past Experience/Client References

Incumbent vendors responding to this RFP requesting continued participation on the Short Term IT Staffing Contract are required to submit: Attachment G – Vendor Certification of compliance with Executive Order #24

Vendors are strongly encouraged to adhere to the following general instructions in order to bring clarity and order to the proposal and subsequent evaluation process:

Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

The response should be complete and comprehensive with a corresponding emphasis on being concise and clear.

Proposal Format: All proposals should be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

Proposal Organization: The proposals should be organized in the exact order in which the requirements and/or desirable performance criteria are presented in the RFP, except that the Execution page of this RFP must be placed at the front of the Proposal. Each page should be numbered. The proposal should contain a table of contents, which cross-references the RFP requirement and the specific page of the response in the Vendor's proposal. The proposal should contain, at a minimum, all listed items in the sequence indicated.

- d) Execution of Proposal
- e) Table of Contents
- f) Response to Required Elements Specified Under Proposal Content and Organization
- g) All Completed Attachments
- h) Acknowledge receipt of any and all amendments to this RFP
- i) Conflict of Interest:

i. Provide a statement that no assistance in preparing the response was received from any current or former employee of the State of North Carolina whose duties relate(d) to this RFP, unless such assistance was provided by the state employee in his or her official public capacity and that neither such employee nor any member of his or her immediate family has any financial interest in the outcome of this RFP;

ii. State if the Vendor or any employee of the Vendor is related by blood or marriage to an Agency employee or resides with an Agency employee. If there are such relationships, list the names and relationships of said parties. Include the position and responsibilities within the Vendor's organization of such Vendor employees; and

iii. State the employing State Agency, individual's title at that State Agency, and termination date.

j) Within each section of their proposal, Vendors should address the items in the order in which they appear in this RFP. Forms, if any, provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates, or expenses must be presented with the cost response.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis. Vendors may attach other materials that they feel may improve the quality of their responses; however, these materials should be included as items in a separate appendix.

VIII. Contract Administration and Procedures

ITS has developed state internal procedures for administering this contract and procedures for eligible vendors to follow when bidding on and filling an engagement requested by a Task Order. Vendors shall follow the State's procedures as published. These procedures will be located at <http://www.its.state.nc.us/ITProcurement/TermContracts/TContracts.asp>. A general summary of the process for agencies and vendors to follow is included as Exhibit 2.

IX. Change Procedures

The State, in its discretion, may amend this RFP and contracts entered pursuant to this RFP, the terms and conditions incorporated herein, Task Orders issued pursuant to this RFP, or any action dates set forth herein when such amendments (i) further the State's need or requirements for technology staffing services, (ii) may be required to incorporate applicable state or federal statutory or regulatory changes, (iii) may be required to incorporate changes or enhancements under applicable industry standards, or (iv) are deemed advantageous by the State to further the purposes of this RFP. Future amendments may address other similar changes and requirements that will be defined as a part of any amendment.

Eligible vendors will be notified in writing of the effective date of contract amendment and will be allowed sixty (60) calendar days from the issue date of the written notification to accept or reject the amendment in writing. A signature by the individual authorized to bind the vendor's firm is required. Failure to respond in writing will result in the vendor being removed from the contract.

X. Contractual Terms and Conditions

Definitions: As used herein;

State shall mean the State of North Carolina, the Office of Information Technology Services as an Agency or in its capacity as the Award Authority.

Purchasing State Agency or Agency shall mean the Agency purchasing the goods or services.

1) Reserved.

a) Reserved.

b) Reserved.

c) Reserved.

2) Reserved.

3) Personnel: Vendor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Agency Contract Administrator. Any desired substitution shall be noticed to the Agency's Contract Administrator accompanied by the names and references of Vendor's recommended substitute personnel. The Agency will approve or disapprove the requested substitution in a timely manner. The Agency may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the Agency may request acceptable substitute personnel or terminate the contract services provided by such personnel.

4) Subcontracting: The Vendor may subcontract the performance of required services with other Vendors or third parties, or change subcontractors, only with the prior written consent of the contracting authority. Vendor shall provide the State with complete copies of any agreements made by and between Vendor and all subcontractors. The selected Vendor remains solely responsible for the performance of its subcontractors. Subcontractors, if any, shall adhere to the same standards required of the selected Vendor. Any contracts made by the Vendor with a subcontractor shall include an affirmative statement that the State is an intended third party beneficiary of the contract; that the subcontractor has no agreement with the State; and that the State shall be indemnified by the Vendor for any claim presented by the subcontractor. Notwithstanding any other term herein, Vendor shall timely exercise its contractual remedies against any non-performing subcontractor and, when appropriate, substitute another subcontractor.

5) Vendor's Representation: Vendor warrants that qualified personnel will provide services in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the information technology industry. Vendor agrees that it will not enter any agreement with a third party that might abridge any rights of the State under this Contract. Vendor will serve as the prime Vendor under this Contract. Should the State approve any subcontractor(s), the Vendor shall be legally responsible for the performance and payment of the subcontractor(s). Names of any third party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Third party subcontractors, if approved, may serve as subcontractors to Vendor. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

6) Reserved.

7) Reserved.

8) Travel Expenses: Vendor may be reimbursed for travel expenses arising under the performance of this Contract at the out-of-state rates set forth in GS §138-6; as amended from time to time. Vendor agrees to use the lowest available airfare not requiring a weekend stay and to use the lowest available rate for rental vehicles. All Vendor incurred travel expenses shall be billed on a monthly basis, shall be supported by receipt and shall be paid by the State within thirty (30) days after invoice approval. Travel expenses exceeding the foregoing rates shall not be paid by the State. The State will reimburse travel allowances only for days on which the Vendor is required to be in North Carolina performing services under this Contract.

9) Governmental Restrictions: In the event any restrictions are imposed by governmental requirements that necessitate alteration of the material, quality, workmanship, or performance of the Deliverables offered prior to delivery thereof, the Vendor shall provide written notification of the necessary alteration(s) to the Agency Contract Administrator. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract. The State may advise Vendor of any restrictions or changes in specifications required by North Carolina legislation, rule or regulatory authority that require compliance by the State. In such event, Vendor shall use its best efforts to comply with the required restrictions or changes. If compliance cannot be achieved by the date specified by the State, the State may terminate this Contract and compensate Vendor for sums due under the Contract.

10) Prohibition Against Contingent Fees and Gratuities: Vendor warrants that it has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the State for the purpose of obtaining any contract or award issued by the State. Vendor further warrants that no commission or other payment has been or will be received

from or paid to any third party contingent on the award of any contract by the State, except as shall have been expressly communicated to the State Purchasing Agent in writing prior to acceptance of the Contract or award in question. Each individual signing below warrants that he or she is duly authorized by their respective Party to sign this Contract and bind the Party to the terms and conditions of this Contract. Vendor and their authorized signatory further warrant that no officer or employee of the State has any direct or indirect financial or personal beneficial interest, in the subject matter of this Contract; obligation or contract for future award of compensation as an inducement or consideration for making this Contract. Subsequent discovery by the State of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts. Violations of this provision may result in debarment of the Vendor(s) or Vendor(s) as permitted by 9 NCAC 06B.1009(f), 06B.1030, or other provision of law.

11) Availability of Funds: Any and all payments to Vendor are expressly contingent upon and subject to the appropriation, allocation and availability of funds to the Agency for the purposes set forth in this Contract. If this Contract or any Purchase Order issued hereunder is funded in whole or in part by federal funds, the Agency's performance and payment shall be subject to and contingent upon the continuing availability of said federal funds for the purposes of the Contract or Purchase Order. If the term of this Contract extends into fiscal years, subsequent to that in which it is approved, such continuation of the Contract is expressly contingent upon the appropriation, allocation and availability of funds by the N.C. Legislature for the purposes set forth in the Contract. If funds to effect payment are not available, the Agency will provide written notification to Vendor. If the Contract is terminated under this paragraph, Vendor agrees to take back any affected Deliverables and software not yet delivered under this Contract, terminate any services supplied to the Agency under this Contract, and relieve the Agency of any further obligation thereof. The State shall remit payment for Deliverables and services accepted prior to the date of the aforesaid notice in conformance with the payment terms.

12) ~~Reserved.~~ Payment Terms: Payment terms are Net 30 days after receipt of correct invoice or acceptance of the Deliverables, whichever is later; unless a period of more than 30 days is required by the Agency. The Purchasing State Agency is responsible for all payments under the Contract. No additional charges to the Agency will be permitted based upon, or arising from, the Agency's use of a Business Procurement Card. The State may exercise any and all rights of Set Off as permitted in Chapter 105 A-1 et seq. of the N.C. General Statutes and applicable Administrative Rules. Upon Vendor's written request of not less than 30 days and approval by the State or Agency, the Agency may:

- a) Forward the Vendor's payment check(s) directly to any person or entity designated by the Vendor, or
- b) Include any person or entity designated in writing by Vendor as a joint payee on the Vendor's payment check(s); however
- c) In no event shall such approval and action obligate the State to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations.

13) Acceptance Criteria: In the event acceptance of Service or Deliverables is not described in additional Contract documents, the State shall have the obligation to notify Vendor, in writing ten calendar days following the start date of any Service or Deliverable described in the Contract if it is not acceptable. The notice shall specify in reasonable detail the reason(s) a Service or Deliverable is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for installation and/or testing of Services or Deliverables. Final acceptance is expressly conditioned upon completion of all applicable inspection and testing procedures. Should the Service or Deliverables fail to meet any specifications or acceptance criteria the State may exercise any and all rights hereunder, including such rights provided by the Uniform Commercial Code as adopted in North Carolina. Services and Deliverables discovered to be defective or failing to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the Service or Deliverables or noncompliance with the specifications was not reasonable ascertainable upon initial inspection. If the Vendor fails to promptly cure the defect or replace the Service or Deliverables, the State reserves the right to cancel the Purchase Order, contract with a different Vendor, and to invoice the original Vendor for any differential in price over the original Contract price. When Services or Deliverables are rejected the Vendor must remove the rejected Service or Deliverables from the premises of the State Agency within seven(7) calendar days of notification, unless otherwise agreed by the State Agency.

14) Equal Employment Opportunity: Vendor shall comply with all Federal and State requirements concerning fair employment and employment of the disabled, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or physical disability.

15) Reserved.

16) Advertising/Press Release: The Vendor absolutely shall not publicly disseminate any information concerning the Contract without prior written approval from the State or its Agent. For the purpose of this provision of the Contract, the Agent is the Purchasing Agency Contract Administrator unless otherwise named in the solicitation documents.

17) Confidentiality: In accordance with 9 NCAC 06B.0207 and 06B.1001 and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in N.C. Gen. Stat. §132-1 et. seq. Such information may include trade secrets defined by N.C. Gen. Stat. §66-152 and other

information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132-1.2. Vendor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type "CONFIDENTIAL". By so marking any page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions marked confidential meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential. The State may serve as custodian of Vendor's confidential information and not as an arbiter of claims against Vendor's assertion of confidentiality. If an action is brought pursuant to N.C. Gen. Stat. §132-9 to compel the State to disclose information marked confidential, the Vendor agrees that it will intervene in the action through its counsel and participate in defending the State, including any public official(s) or public employee(s). The Vendor agrees that it shall hold the State and any official(s) and individual(s) harmless from any and all damages, costs, and attorneys' fees awarded against the State in the action. The State agrees to promptly notify the Vendor in writing of any action seeking to compel the disclosure of Vendor's confidential information. The State shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The State shall have no liability to Vendor with respect to the disclosure of Vendor's confidential information ordered by a court of competent jurisdiction pursuant to N.C. Gen. Stat. §132-9 or other applicable law.

- a) Care of Information: Vendor agrees to use commercial best efforts to safeguard and protect any data, documents, files, and other materials received from the State or the Agency during performance of any contractual obligation from loss, destruction or erasure.
- b) Vendor warrants that all its employees and any approved third party Vendors or subcontractors are subject to a non-disclosure and confidentiality agreement enforceable in North Carolina. Vendor will, upon request of the State, verify and produce true copies of any such agreements. Production of such agreements by Vendor may be made subject to applicable confidentiality, non-disclosure or privacy laws; provided that Vendor produces satisfactory evidence supporting exclusion of such agreements from disclosure under the N.C. Public Records laws in NCGS §132-1 et. seq. The State may, in its sole discretion, provide a non-disclosure and confidentiality agreement satisfactory to the State for Vendor's execution. The State may exercise its rights under this subparagraph as necessary or proper, in its discretion, to comply with applicable security regulations or statutes including, but not limited to 26 USC 6103 and IRS Publication 1075, (Tax Information Security Guidelines for Federal, State, and Local Agencies), HIPAA, 42 USC 1320(d) (Health Insurance Portability and Accountability Act), any implementing regulations in the Code of Federal Regulations, and any future regulations imposed upon the Office of Information Technology Services or the N.C. Department of Revenue pursuant to future statutory or regulatory requirements.
- c) Nondisclosure: Vendor agrees and specifically warrants that it, its officers, directors, principals and employees, and any subcontractors, shall hold all information received during performance of this Contract in the strictest confidence and shall not disclose the same to any third party without the express written approval of the State.

18) Reserved.

19) Late Delivery, Back Order: Vendor shall advise the Agency contact person or office immediately upon determining that and Services or Deliverables will not, or may not, be delivered at the time or place specified. Together with such notice, Vendor shall state the projected delivery time and date. In the event the delay projected by Vendor is unsatisfactory, the Agency shall so advise Vendor and my proceed to procure substitute Deliverables or Services.

20) Patent, Copyright, and Trade Secret Protection:

- a) Reserved.
- b) Vendor shall not acquire any right, title and interest in and to the copyrights for goods, any and all software, technical information, specifications, drawings, records, documentation, data or derivative works thereof, or other work products provided by the State to Vendor. The State hereby grants Vendor a royalty-free, fully paid, worldwide, perpetual, non-exclusive license for Vendor's internal use to non-confidential Deliverables first originated and prepared by the Vendor for delivery to the State.
- c) The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the services or Deliverables supplied by the Vendor, or the operation of such Deliverables pursuant to a current version of Vendor-supplied software, infringes a United States patent, or copyright or violates a trade secret. The Vendor shall pay those costs and damages finally awarded against the State in any such action. Such defense and payment shall be conditioned on the following:
 - i) That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and
 - ii) That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such action at its own expense.

- d) Should any services or software supplied by Vendor, or the operation thereof become, or in the Vendor's opinion are likely to become, the subject of a claim of infringement of a United States patent, copyright, or a trade secret, the State shall permit the Vendor, at its option and expense, either to procure for the State the right to continue using the goods/hardware or software, or to replace or modify the same to become noninfringing and continue to meet procurement specifications in all material respects. If neither of these options can reasonably be taken, or if the use of such goods/hardware or software by the State shall be prevented by injunction, the Vendor agrees to take back such goods/hardware or software, and refund any sums the State has paid Vendor less any reasonable amount for use or damage and make every reasonable effort to assist the State in procuring substitute Deliverables. If, in the sole opinion of the State, the return of such infringing Deliverables makes the retention of other items of Deliverables acquired from the Vendor under this Contract impractical, the State shall then have the option of terminating the Contract, or applicable portions thereof, without penalty or termination charge. The Vendor agrees to take back such Deliverables and refund any sums the State has paid Vendor less any reasonable amount for use or damage.
- e) Vendor will not be required to defend or indemnify the State if any claim by a third party against the State for infringement or misappropriation (i) results from the State's alteration of any Vendor-branded product or Deliverable, or (ii) results from the continued use of the good(s) or Services and Deliverables after receiving notice they infringe a trade secret of a third party.
- f) Nothing stated herein, however, shall affect Vendor's ownership in or rights to its preexisting intellectual property and proprietary rights.

21) Access to Persons and Records: Pursuant to N.C. General Statute 147-64.7, the Agency, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Vendor insofar as they relate to transactions with any department, board, officer, commission, institution, or other Agency of the State of North Carolina pursuant to the performance of this Contract or to costs charged to this Contract. The Vendor shall retain any such books, records, and accounts for a minimum of three (3) years after the completion of this Contract. Additional audit or reporting requirements may be required by any Agency, if in the Agency's opinion, such requirement is imposed by federal or state law or regulation.

22) Assignment: Vendor may not assign this Contract or its obligations hereunder except as permitted by 09 NCAC 06B.1003 and this Paragraph. Vendor shall provide reasonable notice of not less than thirty (30) days prior to any consolidation, acquisition, or merger. Any assignee shall affirm this Contract attorning to the terms and conditions agreed, and that Vendor shall affirm that the assignee is fully capable of performing all obligations of Vendor under this Contract. An assignment may be made, if at all, in writing by the Vendor, Assignee and the State setting forth the foregoing obligation of Vendor and Assignee.

23) Insurance Coverage: During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

- a) Worker's Compensation - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$100,000.00, covering all of Vendor's employees who are engaged in any work under the Contract. If any work is sublet, the Vendor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the Contract ; and
- b) Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$2,000,000.00 Combined Single Limit (Defense cost shall be in excess of the limit of liability); and
- c) Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the Contract. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment; and
- d) Providing and maintaining adequate insurance coverage described herein is a material obligation of the Vendor and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.

24) Dispute Resolution: The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the Agency Contract Administrator for decision. A claim by the State shall be

submitted in writing to the Vendor's Contract Administrator for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

25) Default: In the event any Deliverable furnished by the Vendor during performance of any Contract term fails to conform to any material requirement of the Contract specifications, notice of the failure is provided by the State and the failure is not cured within ten (10) days, the State may cancel and procure the articles or services from other sources; holding Vendor liable for any excess costs occasioned thereby, subject only to the limitations provided in Paragraphs 0 and 0 and the obligation to informally resolve disputes as provided in Paragraph 0 of these Terms and Conditions. Default may be cause for debarment as provided in 09 NCAC 06B.1030. The State reserves the right to require performance guaranties pursuant to 09 NCAC 06B.1031 from the Vendor without expense to the State. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

a) If Vendor fails to deliver Deliverables within the time required by this Contract, the State may provide written notice of said failure to Vendor, and by such notice require payment of a penalty.

b) Should the State fail to perform any of its obligations upon which Vendor's performance is conditioned, Vendor shall not be in default for any delay, cost increase or other consequences due to the State's failure. Vendor will use reasonable efforts to mitigate delays, costs or expenses arising from assumptions in the Vendor's bid documents that prove erroneous or are otherwise invalid. Any deadline that is affected by any such failure in assumptions or performance by the State shall be extended by an amount of time reasonably necessary to compensate for the effect of such failure.

c) Vendor shall provide a plan to cure any default if requested by the State. The plan shall state the nature of the default, the time required for cure, any mitigating factors causing or tending to cause the default, and such other information as the Vendor may deem necessary or proper to provide.

26) Waiver of Default: Waiver by either party of any default or breach by the other Party shall not be deemed a waiver or any subsequent default or breach and shall not be construed to be a modification or novation of the terms of this Contract, unless so stated in a writing and signed by authorized representatives of the Agency and the Vendor, and made as an amendment to this Contract pursuant to Paragraph 39 herein below.

27) Termination: Any notice or termination made under this Contract shall be transmitted via US Mail, Certified Return Receipt Requested. The period of notice for termination shall begin on the day the return receipt is signed and dated.

a) The parties may mutually terminate this Contract by written agreement at any time.

b) The State may terminate this Contract, in whole or in part, pursuant to Paragraph 25), or pursuant to the Special Terms and Conditions in the Solicitation Documents, if any, or for any of the following:

i) **Termination for Cause:** In the event any goods, software, or service furnished by the Vendor during performance of any Contract term fails to conform to any material requirement of the Contract, and the failure is not cured within the specified time after providing written notice thereof to Vendor, the State may cancel and procure the articles or services from other sources; holding Vendor liable for any excess costs occasioned thereby, subject only to the limitations provided in Paragraphs 28 and 29 herein. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract. Vendor shall not be relieved of liability to the State for damages sustained by the State arising from Vendor's breach of this Contract; and the State may, in its discretion, withhold any payment due as a setoff until such time as the damages are finally determined or as agreed by the parties. Voluntary or involuntary Bankruptcy or receivership by Vendor shall be cause for termination.

ii) **Termination For Convenience Without Cause:** The State may terminate service and indefinite quantity contracts, in whole or in part by giving 30 days prior notice in writing to the Vendor. Vendor shall be entitled to sums due as compensation for Deliverables provided and services performed in conformance with the Contract. In the event the Contract is terminated for the convenience of the State the Agency will pay for all work performed and products delivered in conformance with the Contract up to the date of termination.

28) Limitation of Vendor's Liability:

a) Where Deliverables are under the State's exclusive management and control, the Vendor shall not be liable for direct damages caused by the State's failure to fulfill any State responsibilities of assuring the proper use, management and supervision of the Deliverables and programs, audit controls, operating methods, office procedures, or for establishing all proper checkpoints necessary for the State's intended use of the Deliverables.

b) The Vendor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, shall be limited to two times the value of the Contract. Provided, however, that the State's Solicitation Documents or the Supplemental Terms and Conditions for Software or Services, if any, may increase Vendor's maximum liability for damages, but in no event shall the liability for damages be less than the total value of the Contract.

c) The foregoing limitation of liability shall not apply to the payment of costs and damage awards referred to in the Paragraph entitled "Patent, Copyright, and Trade Secret Protection", to claims covered by other specific provisions calling for liquidated damages or specifying a different limit of liability, or to claims for injury to persons or damage to property caused by Vendor's negligence or willful or wanton conduct. This limitation of liability does not apply to the receipt of court costs or attorney's fees that might be awarded by a court in addition to damages after litigation based on this Contract.

29) Vendor's Liability for Injury to Persons or Damage to Property:

a) The Vendor shall be liable for damages arising out of personal injuries and/or damage to real or tangible personal property of the State, employees of the State, persons designated by the State for training, or person(s) other than agents or employees of the Vendor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Vendor'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 Vendor.

b) The Vendor agrees to indemnify, defend and hold the Agency and the State and its Officers, employees, agents and assigns harmless from any liability relating to personal injury or injury to real or personal property of any kind, accruing or resulting to any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, whether tangible or intangible, arising out of the ordinary negligence, willful or wanton negligence, or intentional acts of the Vendor, its officers, employees, agents, assigns or subcontractors, in the performance of this Contract.

c) Vendor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Vendor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the Vendor's goods.

30) General Indemnity: The Vendor shall hold and save the State, its officers, agents and employees, harmless from liability of any kind, including all claims and losses, with the exception of consequential damages, accruing or resulting to any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract. The foregoing indemnification and defense by the Vendor shall be conditioned upon the following:

a) The Agency shall give Vendor written notice within thirty (30) days after it has actual knowledge of any such claim(s) or action(s) filed; and

b) The Vendor shall have the sole control of the defense of any such claim(s) or action(s) filed and of all negotiations relating to settlement or compromise thereof, provided, however, that the Agency or State shall have the option to participate at their own expense in the defense of such claim(s) or action(s) filed.

31) Changes: This Contract and subsequent purchase order(s) is awarded subject to shipment of quantities, qualities, and prices indicated by the order or Contract, and all conditions and instructions of the Contract or proposal on which it is based. Any changes made to this Contract or purchase order proposed by the Vendor are hereby rejected unless accepted in writing by the Agency or State Award Authority. The State shall not be responsible for Deliverables or services delivered without a purchase order from the Agency or State Award Authority.

32) Reserved.

33) Price Adjustments For Term Contracts: Changes in prices or costs quoted by Vendor may be permitted during the term of the Contract, but shall be subject to the requirements of this Paragraph, and any additional terms of the solicitation document. Permitted changes during the Contract period must be general, either by reason of market change, change in manufacturer's list price or price adjustments authorized by Contract.

a) Notification: Vendor must provide written notification of any proposed pricing change to the Office of Information Technology Services not less than sixty (60) days prior to the desired effective date of any proposed price adjustment. If Vendor is a reseller, MCL, VAR, or other party having a similar relationship with the manufacturer, the notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the price change is general in nature.

b) Decreases: The State shall receive full proportionate benefit of any decrease immediately upon the effective date at any time during the Contract period.

c) Increases: All prices and costs shall be firm against any increase for 180 days from the effective date of the Contract. After this period, a request for increase may be submitted with the State reserving the right to accept or

reject the increase, or cancel the Contract. The State shall exercise this right not later than 30 days after the receipt of a properly documented request for price increase. Any increases accepted shall become effective not earlier than 30 days after the expiration of the original 30 days reserved to evaluate the request for increase.

34) Time is of the Essence. Time is of the essence in the performance of this Contract.

35) Date and Time Warranty: The Vendor warrants that any Deliverable, whether hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interface therein which performs any date and/or time data recognition function, calculation, or sequencing, will provide accurate date/time data and leap year calculations. This warranty shall survive termination or expiration of the Contract.

36) Independent Contractors: Vendor and its employees, officers and executives, and subcontractors, if any, shall be independent Vendors and not employees or agents of the State. This Contract shall not operate as a joint venture, partnership, trust, agency or any other business relationship.

37) Transportation: Transportation of Deliverables shall be FOB Destination; unless otherwise specified in the solicitation document or purchase order. Freight, handling, hazardous material charges, and distribution and installation charges shall be included in the total price of each item. Any additional charges shall not be honored for payment unless authorized in writing by the Purchasing State Agency. In cases where parties, other than the Vendor ship materials against this order, the shipper must be instructed to show the purchase order number on all packages and shipping manifests to ensure proper identification and payment of invoices. A complete packing list must accompany each shipment.

38) Notices: Any notices required under this Contract should be delivered to the Contract Administrator for each party. Unless otherwise specified in the Solicitation Documents, any notices shall be delivered in writing by U.S. Mail, Commercial Courier or by hand.

39) Titles and Headings: Titles and Headings in this Contract are used for convenience only and do not define, limit or proscribe the language of terms identified by such Titles and Headings.

40) Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and signed by duly authorized representatives of the State and Vendor in conformance with Paragraph 31 herein.

41) Taxes: The State of North Carolina is exempt from Federal excise taxes and no payment will be made for any personal property taxes levied on the Vendor or for any taxes levied on employee wages. Agencies of the State may have additional exemptions or exclusions for federal or state taxes. Evidence of such additional exemptions or exclusions may be provided to Vendor by Agencies, as applicable, during the term of this Contract. Applicable State or local sales taxes shall be invoiced as a separate item.

42) Governing Laws, Jurisdiction, and Venue:

a) This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina. The place of this Contract or purchase order, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation and enforcement shall be determined. Vendor agrees and submits, solely for matters relating to this Contract, to the jurisdiction of the courts of the State of North Carolina, and stipulates that Wake County shall be the proper venue for all matters.

b) Reserved

43) Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

44) Compliance with Laws: The Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

45) Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect. All promises, requirement, terms, conditions, provisions, representations, guarantees and warranties contained herein shall survive the expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statute, including statutes of repose or limitation.

46) Federal Intellectual Property Bankruptcy Protection Act: The Parties agree that the Agency shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365(n), and any amendments thereto.

47) Electronic Procurement (Applies to all contracts that include E-Procurement and are identified as such in the body of the solicitation document): Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.

a) Reserved.

b) Reserved.

c) The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of contract, and the payment of goods delivered..

d) Vendor agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If a Vendor is a corporation, partnership or other legal entity, then the Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges for such employees. Vendor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by e-mail. Vendor shall cooperate with the state and the Supplier Manager to mitigate and correct any security breach.

48) Reserved.

XI. Supplemental Terms and Conditions for Services

1) Supplement: The additional terms and conditions set forth herein shall supplement the General Terms and Conditions for Goods and Related Services. In the event of a conflict between this Supplement and the General Terms and Conditions, or any other document, the order of precedence shall be determined by the State's solicitation document(s).

2) Personal Services: The State shall have and retain the right to obtain personal services of any individuals providing services under this Contract, whether services hereunder are originally provided under the employment of the Vendor, or any subcontractor. This right may be exercised at the State's discretion in the event of any transfer of the person providing personal services, termination, default, merger, acquisition, bankruptcy or receivership of the Vendor or any subcontractor to ensure continuity of services provided under this Contract. This term shall supersede any conflicting term or agreement made by the vendor with an employee or subcontractor. Provided, however, that the Agency shall not retain or solicit any Vendor employee for purposes other than completion of personal services due as all or part of any performance due under this Contract.

a) Vendor personnel shall perform their duties on the premises of the State, during the State's regular work days and normal work hours, except as may be specifically agreed otherwise, established in the specification, or statement of work.

b) ~~The State has and reserves the right to disapprove the continuing assignment of Vendor personnel provided by Vendor under this Contract. If this right is exercised and the Vendor is not able to replace the disapproved personnel as required by the State, the parties agree to employ good faith efforts to informally resolve such failure equitably by adjustment of other duties, set-off, or modification to other terms that may be affected by Vendor's failure. (As of July 1, 2010 the following supersedes and is changed to)~~ The State has and reserves the right to terminate any awarded Task Order assignment to a Vendor and release the personnel provided by a vendor at the States discretion. The State has an reserves the right to disapprove the continuing assignment of Vendor personnel provided by a Vendor under this Contract. If this right is exercised and the Vendor is not able to replace the disapproved personnel as required by the State, the parties agree to employ good faith efforts to informally resolve such failure equitably by adjustment of other duties, set-off, or modification to other terms that may be affected by Vendor's failure. If resolution can not be obtained to the States satisfaction the State reserves the right to terminate the awarded assignment.

c) Vendor will make every reasonable effort consistent with prevailing business practices to honor the specific requests of the State regarding assignment of Vendor's employees. Vendor reserves the sole right to determine the assignment of its employees. If one of Vendor's employees is unable to perform due to illness, resignation, or other factors beyond Vendor's control, Vendor will make every reasonable effort to provide suitable personnel at no additional cost to the State.

d) This Contract shall not prevent Vendor or any of its personnel supplied under this Contract from performing such similar services or restrict Vendor from using the personnel provided to the State, provided that:

i) Such use does not conflict with the terms, specifications or any amendments to this Contract, or

ii) Such use does not conflict with any procurement law, regulation or policy, or

iii) Such use does not conflict with any non-disclosure agreement, or term thereof, by and between the State and Vendor or Vendor's personnel.

3) Responsibilities of the State:

a) Any special requirements in addition to the specifications shall be identified in a statement of work, made in writing, and annexed to the Contract.

b) The State will provide the information, data, documentation, test data, and other items or materials necessary, in its opinion, to facilitate Vendor's performance of the Contract.

c) Vendor shall provide written notice of any delay or failure of the State under (a) or (b) above.

4) Unanticipated Tasks: In the event that additional work must be performed that was wholly unanticipated, and that is not specified in this Contract, but which in the opinion of both parties is necessary to the successful accomplishment of the contracted scope of work, the procedures outlined in this article will be followed. For each item of unanticipated work, Vendor shall prepare a Task Order in accordance with the State's practices and procedures.

a) It is understood and agreed by both parties that all of the terms and conditions of this Contract shall remain in force with the inclusion of any Task Order. A Task Order shall not constitute a contract separate from this Contract,

but may amend or supersede the other terms or provisions of this Contract or any amendment hereto as permitted by applicable purchasing rules, policies and standards.

b) Each Task Order shall comprise a detailed statement of the purpose, objective, or goals to be undertaken by Vendor, the job classification or approximate skill level or sets of the personnel required, an identification of all significant material then known to be developed by Vendor's personnel as a Deliverable, an identification of all significant materials to be delivered by the State to Vendor's personnel, an estimated time schedule for the provision of the services by Vendor, completion criteria for the work to be performed, the name or identification of Vendor's personnel to be assigned, the Vendor's estimated work hours required to accomplish the purpose, objective or goals, the Vendor's billing rates and units billed, and the Vendor's total estimated cost of the Task Order.

c) All Task Orders must be submitted for review and approval by the procurement office that approved the original Contract and procurement. This submission and approval must be completed prior to execution of any Task Order documentation or performance there under. All Task Orders must be written and signed by Vendor and the State prior to beginning work.

d) The State has the right to require Vendor to stop or suspend performance under the "Stop Work" provision of the General Terms and Conditions for Goods and Related Services.

e) Vendor shall not expend Personnel resources at any cost to the State in excess of the estimated work hours unless the procedure below is followed:

i) If, during performance of the work, the Vendor determines that a Task Order to be performed under this Contract cannot be accomplished within the estimated work hours, the Vendor will be required to complete the Task Order in full. Upon receipt of such notification, the State may:

(1) Authorize the Vendor to expend the estimated additional work hours or service in excess of the original estimate necessary to accomplish the Task Order, or

(2) Terminate the Task Order, or

(3) Alter the scope of the Task Order in order to define tasks that can be accomplished within the remaining estimated work hours.

(4) The State will notify Vendor in writing of its election within seven (7) calendar days after receipt of the Vendor's notification. If notice of the election is given to proceed, the Vendor may expend the estimated additional work hours or services.

5) Confidential Information: Any confidential information provided to or developed by the Vendor in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Vendor without prior written approval by the State. The State shall own any and all materials or work product of any kind or nature produced under this Contract, and shall have sole discretion in determining whether such materials shall be deemed confidential.

6) Applies if marked Reports: The Vendor will provide periodic status reports to the Project Manager. Status reports will include as a minimum a discussion of project progress, problems encountered and recommended solutions, identification of policy or management questions, and requested project plan adjustments.

7) Applies if marked Project Management: All project management and coordination on behalf of agency shall be through a single point of contact designated as the agency Project Manager. Vendor shall designate a Vendor Project Manager who will provide the single point of contact for management and coordination of Vendor's work. All work performed pursuant to this Contract shall be coordinated between the agency Project Manager and the Vendor Project Manager.

8) Meetings: The Vendor is required to meet with agency personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the Contract. Meetings will occur as problems arise and will be coordinated by agency. The Vendor will be given a minimum of three (3) full working days notice of meeting date, time, and location. Face to face meetings are desired. However, at the Vendor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings two (2) consecutive missed or rescheduled meetings), or to make a good faith effort to resolve problems, may result in termination of the Contract.

XII. Attachments and Exhibits

Attachment A – Required Vendor Information (Replaced by Attachment H)

Attachment B – Vendor Management Performance (Replaced by Attachment I)

Attachment C – Vendor Past Performance (Replaced by Attachment I)

Attachment D – Pricing Schedule (Replaced by Attachment J)

Attachment E – Vendor Contact Information (Replaced by Attachment K)

Attachment F – Client References (Replaced by Attachment L)

New Attachments: Included in Amendment Number 1

Attachment G – Vendor Certification of Compliance with Executive Order #24

Attachment H – Vendor Business Information

Attachment I – Vendor Management Performance

Attachment J – Pricing Schedule

Attachment K – Vendor Contact Information

Attachment L – Past Experience/Client References

Attachment M – Vendor Utilization of Workers Outside of U.S.

Exhibit 1 – Information Technology Support Services Categories

Exhibit 2 – Process Summary

6) RFP Contact for Clarification of Vendor's Proposal

Name, title, address, e-mail, and telephone number for Vendor's RFP contact who will provide clarification concerning the Vendor's proposal

Name:

Title:

Address:

Address2:

City, State, Zip:

Telephone: () Ext.

7) Is Vendor a Historically Underutilized Business (HUB)? ____ Yes ____ No

If yes, indicate type of HUB status:

____ Minority Business Enterprise

____ Woman Business Enterprise

____ Disabled-Owned Business Enterprise

B. Background and Organizational History (Maximum of one page to be placed at the end of this attachment)

Vendor must describe their organization, to include all of the following:

- Full company or corporate name and address of headquarters office
- Description of primary focus of business and targeted market
- Company history (year first organized to do business and whether or not the form of organization has changed in the interim, such as by subsequent incorporation, merger, or other organizational change, and any name changes with dates of changes)
- Structure of organization (organizational chart or description of company's officers and reporting structure)
- Current total number of employees (indicate whether or not company has experienced growth in the past three years)

C. Additional Mandatory Information

1) Contract Performance – Termination for Default

Indicate if the Vendor has had a contract terminated for default in the last three (3) years. Termination for default is defined as notice to stop performance, which was delivered to the Vendor due to the Vendor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Vendor, or (b) litigated and determined that the Vendor was in default. If no such terminations exist, the Vendor is to so declare.

If Vendor has never had a contract terminated for default, indicate so by placing a checkmark here: _____

If the Vendor has had a contract terminated for default in this period, the Vendor shall submit full details, including the other party's name, address, and telephone number. The State will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of past performance.

Termination:

Reason:

2) Contract Performance – Termination for Convenience

Indicate if the Vendor, in the last three (3) years, has had a contract terminated for convenience, nonperformance, non-allocation of funds, or any other reason, which termination occurred before completion of all obligations under the initial contract provisions.

If Vendor has never had a contract terminated for convenience, indicate so by placing a checkmark here:

If the Vendor has had a contract terminated for default in this period, the Vendor shall describe fully all such terminations, including the name and address of the other contracting party and the circumstances surrounding the termination. If no such terminations exist, the Vendor is to so declare.

Termination:

Reason:

3) Subcontracts or Partnerships

If the proposing Vendor is using the capabilities of any subcontractor(s) or partner(s) that are not a part of the Vendor's company/business in responding to this RFP, these entities must be identified below. Any subcontractors engaged after award of the Contract must be engaged in accordance with paragraph 4 of the State's Terms and Conditions for Goods and Related Services.

Name:

Address:

City, State, Zip:

Telephone:

General Description of Responsibilities and/or Categories of Expertise:

Attachment B – Vendor Management Performance (Scored)

Information provided with this attachment will be evaluated and scored for the Business Methodology portion of the evaluation criteria. Attach responses to these questions to the back of this page in the order in which the information is requested below.

A. Service Management Plan (Three pages maximum)

The Vendor is required to submit a Service Management Plan that will describe how each of the following items will be addressed:

- How the service will be delivered.
- How the quality of work performed will be assured.
- How the Vendor will approach problem identification, tracking, and resolution.
- How corrective action will be taken in situations where performance and/or quality of work does not meet the requirements and agency-defined specifications
- How the Vendor will interface with State staff.
- How status and progress will be reported.

B. Marketing Plan (One page maximum)

Vendor must describe their overall approach and methodology for marketing its services to current and potential clients.

C. Recruitment Process (One page maximum)

Vendor must describe the recruitment process that it uses to attract and retain IT candidates, including whether or not it uses non-compete agreements (describe the intent and purpose of any non-compete agreements).

D. Ability, Capacity and Skills (Two page maximum)

Vendor must describe the ability, capacity (to include staffing levels), and skills they possess for delivering information technology (IT) services. (NOTE: This is a “What” not a “How” and will be used to assess what the vendor’s capacity is for delivering services to customers on Task Orders resulting from this RFP.)

E. Maintaining Staff Qualifications and Capabilities (One page maximum)

Vendor to describe how they maintain staff/personnel qualifications and capabilities to deliver IT services. Explain your organization’s policy on replacing personnel on a job when immediate replacement is requested. What is the level of commitment to satisfy the request?

Attachment C – Vendor Past Performance

Vendors must provide the following statistics regarding performance on the IT Supplemental Staffing Services. This requirement is waived for open enrollment

Response to Individual IT Contractor Request from Other State Governments or the Private Sector (Must list and provide information for at least three sources)	
1) State or Private Sector Entity: _____	
Total number of request issued under the contract	
Total number of request for which candidates were submitted	
Total number of request for which a "NO BID" was submitted, if required	
Total number of candidates who were granted an interview	
Total number of placements of contractors	
2) State or Private Sector Entity: _____	
Total number of request issued under the contract	
Total number of request for which candidates were submitted	
Total number of request for which a "NO BID" was submitted, if required	
Total number of candidates who were granted an interview	
Total number of placements of contractors	
3) State or Private Sector Entity: _____	
Total number of request issued under the contract	
Total number of request for which candidates were submitted	
Total number of request for which a "NO BID" was submitted, if required	
Total number of candidates who were granted an interview	
Total number of placements of contractors	

Attachment D – Pricing Schedule

Vendors must provide their best hourly rates in the form of base rate(s) and upper rate(s) in the appropriate columns on this form or a duplicate of this form. Descriptions of each of the service categories may be found in Exhibit 1.

Category Number	Service Category	Base Rate	Upper Rate
20.	Computer Programming Services	\$	\$
21.	Computer Systems Analysis Services	\$	\$
22.	Computer Systems Security Services	\$	\$
23.	Database Management Services	\$	\$
24.	Desktop Support Services	\$	\$
25.	EDMS Services	\$	\$
26.	Electronic Commerce/EDI Services	\$	\$
27.	Help Desk Support Services	\$	\$
28.	IT Financial Analysis Services	\$	\$
29.	IT Operations Support Services	\$	\$
30.	IT Training Services	\$	\$
31.	LAN Integration Services	\$	\$
32.	LAN/WAN Development/Upgrade Services	\$	\$
33.	LAN/WAN Support Services	\$	\$
34.	Network Security Services	\$	\$
35.	Technology Advisory Services	\$	\$
36.	Project Management Services	\$	\$
37.	Telecommunications Services	\$	\$
38.	Wireless Networking Services	\$	\$

Attachment E: Vendor Contact Information

VENDOR CONTACT INFORMATION PAGE

THIS PAGE MUST BE INCLUDED IN YOUR PROPOSAL PACKAGE

VENDOR NAME:

ADDRESS:

SUITE:

CITY, STATE, ZIP:

Federal ID Number:

Local Primary Contact:

Phone:

Ext.:

Cell Phone:

Fax:

E-Mail:

Local Alternate Contact:

Phone:

Ext.:

Cell Phone:

Fax:

E-Mail:

Monthly Usage/Billing Contact:

Phone:

Ext.:

Fax:

E-Mail:

Accounts Payable Contact:

Phone:

Ext.:

Fax:

E-Mail:

UPON CHANGES IN PERSONNEL, CONTACT INFORMATION, OR CHANGES IN DUTIES, UPDATES TO VENDOR CONTACT INFORMATION MUST BE REPORTED TO THE CONTRACT MANAGER WITHIN 10 DAYS. ANY VENDOR THAT FAILS TO SUBMIT CHANGES TO VENDOR CONTACT INFORMATION WITHIN THE TIME FRAME ALLOWED IS SUBJECT TO TERMINATION FOR CAUSE UNDER THIS CONTRACT.

Attachment F: Client References

Complete one form for each of three (3) different client references for which work similar to what is being requested in this RFP was performed within the preceding twelve (12) months, as specified in Section VII.2)f). All information must be provided.

Client Company Name:	
Address, City, State, ZIP:	
Contact Name:	Title:
Telephone Number/Extension:	E-mail Address:
Beginning Date of Work Performance:	Ending Date of Work Performance (or Ongoing)
Description of Work Performed:	

Exhibit 1: Information Technology Support Services Categories

Service Category	Description
Computer Programming Services	Provides computer programming services in various languages, operating systems, and hardware platforms. Examples include, but are not limited to, services in various combinations of the following: coding, testing (all levels), commercial off-the-self (COTS) software integration, correcting, debugging, compiling, documentation, input/output functions, interfacing, change management, application and initial implementation training, enhancements, maintenance, and project leadership.
Computer Systems Analysis Services	Provides computer systems analysis services. Examples include, but are not limited to, services in various combinations of the following: feasibility study; requirements definition; data modeling; process modeling; prototyping; conceptual design; detail design; COTS software integration design; specifications construction; testing (all levels); implementation; COTS integration implementation, documentation, systems support and initial implementation training; database design, planning, systems conversion and/or migration; design for Graphical User Interface (GUI) of legacy and new applications on the Web, PC, and mainframe environments; presentation design; user interface skills; and project leadership.
Computer Systems Security Services	Provides computer systems security services. Examples include, but are not limited to, services in various combinations of the following: security analysis, assessment, and planning for virus protection, Public Key Infrastructure (PKI), and Virtual Private Networks (VPN) on various platforms, including mainframes, servers, microcomputers, and specialized computer equipment; administration of security of firewalls; and project leadership.
Database Management Services	Provides database management services. Examples include, but are not limited to, services in various combinations of the following: advice, design, modeling, development, deployment and management of databases on various platforms to include but not limited to mainframe, server and standalone PC; conducting database performance monitoring/measurement, systems stress testing, and quality control benchmarks; project leadership.
Desktop Support Services	Provides desktop support services. Examples include, but are not limited to, services in various combinations of the following: installing commercial off-the-self products (COTS); products optimizing; ghosting; desktop problem resolution analysis; installation of PCs, printers, scanners, and other PC peripherals; project leadership.
EDMS Services	Provides imaging/digitizing, workflow, and Electronic Document Management Systems (EDMS). Examples include, but are not limited to, services in various combinations of the following: imaging/digitizing, risk assessment, workflow analysis, document indexing/queuing and workload management, design and security, EDMS application prototyping, implementation and support services; system interface development, system migration strategies, document conversion (hardcopy to electronic or electronic to new system/media), EDMS performance monitoring/measurement, systems stress testing/ benchmarking, collaborative tools, document and records retention/archiving, project leadership; EDMS programming, systems analysis, document tracking, EDMS database management and systems design, development, implementation and initial implementation training specific to Electronic Document Management Systems (EDMS) that requires specialized skill sets and experience with enterprise systems, languages, technologies and communications; project leadership.
Electronic Commerce/ EDI Services	Provides Electronic Commerce and Electronic Data Interchange (EDI) services. Examples include, but are not limited to, services in various combinations of the following: system analysis, system design, web design, web services, operation, monitoring, management and maintaining various forms of electronic government/commerce solutions and systems; programming, systems development, web development, graphic design, implementation and initial implementation training specific to Electronic Commerce/Electronic Data Interchange (EDI) that requires specialized skill sets and experience with enterprise

Service Category	Description
	systems, languages, technologies and communications; project leadership.
Help Desk Support Services	Provides help desk support services. Examples include, but are not limited to, services in various combinations of the following: development, design, implementation and operation (on-site, off-site) of a Help Desk, including LAN technical support and LAN problem determination and diagnosis. This can also entail support, problem solving, and Help Desk documentation including all media, and other Help Desk duties; project leadership.
IT Financial Analysis Services	Provides information technology financial analysis services. Examples include, but are not limited to, services in various combinations of the following: financial planning, cost control, compliance of systems/EDP audits, cost benefits/return-on-investment (ROI) analysis, Total Cost of Ownership (TCO) analysis, Request for Information (RFI)/Request for Proposal (RFP) development, and project leadership.
IT Operations Support Services	Provides information technology operations support services. Examples include, but are not limited to, services in various combinations of the following: computer operations, data control, console operation, operations documentation, analysis, and scheduling; peripheral operator, print operator, production control, tape handling, project leadership.
IT Training Services	Provides information technology (IT) training services. Examples include, but are not limited to, services in various combinations of the following: training needs assessment and needs analysis, skills gap analysis, training plans, and training management software tools; on-site, off-site instructor-led training, instruction on State-developed systems, course development and materials, train-the-trainer; project leadership. Includes, but is not limited to, CBT, multi-media, video, audio, distance learning, Internet-provided services; project leadership.
LAN Integration Services	Provides local area network (LAN) integration services, including planning, design and implementation. Examples include, but are not limited to, services in various combinations of the following: development of planning documents pertinent to integration of two or more LANs, or integration of two or more LANs via a WAN; connectivity and interoperability; LAN business and technical requirements, connectivity and interoperability, feasibility and constraints, cost/benefit analysis, workforce requirements, organizational impact on business processes, security requirements, etc. Also includes, but is not limited to, development of design documents pertinent to the integration of two or more LANs, or integration of two or more LANs via a WAN, including logical relationships and physical specifications determination, resulting in an installed (upgraded), fully functional LAN. Finally, this includes, but is not limited to, the services to integrate two or more LANs, or two or more LANs via a WAN, including project scheduling and timetable determination, resulting in fully integrated, functional systems project leadership.
LAN/WAN Development/Upgrade Services	Provides Local Area Network (LAN) and/or Wide Area Network (WAN) development/upgrade services, including planning, design, and implementation. Examples include, but are not limited to, services in various combinations of the following: development of planning documents pertinent to the building of a new LAN/WAN system, or the upgrading of an existing LAN/WAN system; defining user requirements, outlining possible alternatives, and recommending a solution; LAN/WAN business and technical requirements, connectivity and interoperability, feasibility and constraints, cost/benefit analysis, workforce requirements, organizational impact on business processes, security requirements, etc. Also includes, but is not limited to, development of design documents pertinent to the building of a new LAN/WAN, or the upgrading of an existing LAN/WAN, including determination of logical relationships and physical, resulting in formal conceptual and/or detailed design reports, which may include architectural design reports and structural design reports, each with network diagrams and other appropriate charts and documentation. Finally, this includes, but is not limited to, the services needed to develop and implement a new LAN/WAN system or the upgrade of an existing LAN/WAN, including development, physical and logical installation, project scheduling, and timetable determination, resulting in an installed (upgraded), fully functional LAN/WAN; project leadership.

Service Category	Description
LAN/WAN Support Services	Provides Local Area Network (LAN) and/or Wide Area Network (WAN) support services. Examples include, but are not limited to, services in various combinations of the following: development, design, implementation and operation (on-site, off-site) and technical LAN/WAN support; LAN/WAN problem determination and diagnosis; project leadership. Based on an agency's needs, may involve providing a staging area to perform system setup, burn-in, installation, and delivery preparation for small, medium and large projects, where equipment is purchased by the State.
Network Security Services	Provides network security services. Examples include, but are not limited to, services in various combinations of the following: network security advising for design and review of LAN/WAN networks, firewalls, Virtual Private Networks (VPN); development and review of network and data policies and procedures; network security LAN/WAN scans, network penetration tests of routers, systems servers, firewalls, Virtual Private Networks (VPN), security tokens, network Intrusion Detection Systems (IDS), other network appliances; project leadership.
Technology Advisory Services	<p>Provides advice on a wide range of issues, areas, concepts, trends, best practices, products, etc., related to the comprehensive management of information technology. These services include the disciplines, processes, practices and knowledge bases for the following areas of technology management:</p> <p>Enterprise Services - Provides enterprise management services. Examples include, but are not limited to, managing an enterprise using Capability Maturity Model (CMM), business and workflow process modeling, customer relationship management, business continuity planning, disaster recovery planning, IT personnel recruiting skills, large multi-task project management, enterprise wide strategic systems planning, business information planning, Business Process Re-engineering (BPR) and reverse engineering; using analytical and computational techniques and methodology for problem solutions; quality control and quality assurance process management of automated and non-automated enterprise-wide systems, IV&V testing, risk management; project leadership.</p> <p>Middleware Integration – Provides middleware integration advice. Examples include, but are not limited to, services in various combinations of the following: integrating middleware products for connecting disparate applications/systems; connections between enterprise resource planning (ERP) applications such as SAP, Oracle, PeopleSoft, Clarify, applications and databases internet applications and legacy systems; Common Object Request Broker Architecture (CORBA); applications architecture; project leadership.</p> <p>Operational Management - Provides operational and organizational advisement services. Examples include, but are not limited to, services in various combinations of the following: risk assessment, risk analysis, work-flow analysis, security, implementation and support services, communications, networking, system migration, conversion, performance monitoring/measurement, systems stress testing, quality control benchmarks, quality control and quality assurance process management of systems development and production environments, change management, skills analysis, information distribution, organizational restructuring, impact analysis, and project leadership.</p> <p>Planning – Provides planning advisement services. Examples include, but are not limited to, services in various combinations of the following: requirements development, needs assessment, risk assessment, evaluation, migration strategies (new systems, upgrades, exit), planning, strategic initiatives, Joint Application Development (JAD) sessions, efficiency review, life cycle management, feasibility study and project leadership.</p> <p>Research and Analysis Services - Provides access to information technology</p>

Service Category	Description
	research resources and/or provides professional research on specific information technology topics/initiatives, including providing findings/solutions. Examples include, but are not limited to, services in various combinations of the following: telephone advising, videoconferencing, presentations, forecasting, white papers, technical writing, workshops, and technology briefings; project leadership. Access to IT research resources include, but are not limited to, CD-ROM, Internet, Print, Fax and other electronic media or desktop technology.
Project Management Services	Provides project management services. Examples include, but are not limited to, services in various combinations of the following: project initiation, efficiency review, life cycle management, resource management, risk management, time and cost management analysis major projects in applications, networks, operations, and software development; may require specialized skills in specific technologies.
Telecommunications Services	Provides telecommunications engineering services. Examples include, but are not limited to, services in various combinations of the following: service convergence issues, impact of deregulation, standards and interoperability, telecommunications asset management, emerging technologies and services deployment; analysis (policy analysis, strategic planning, and network engineering), design, implementation and security services for telecommunications wide area networks; interconnection issues and options for linking WAN/MAN/LAN; project leadership.
Wireless Networking Services	Provides wireless networking services. Examples include, but are not limited to, services in various combinations of the following: wireless networking services, including procurement specification, procurement response analysis, analysis of alternate wireless technologies, analysis of wire line vs. wireless solutions, radio propagation analysis, microwave path surveys and analysis, microwave system design, two-way radio system design, field coverage surveys, field site surveys, grounding and bonding analysis, wireless needs analysis, system surveys, site planning and design, mobile data applications analysis and development, quality assurance services, project leadership.

Exhibit 2: Process Summary

This document gives a brief description of the process for using the IT Short-Term Staffing Contract. Complete guidelines for agencies and vendors will be posted on the Statewide IT Procurement Web site.

- Step 1: Agency determines need for supplemental staffing and completes on-line Task Order form. Agency must fully describe the work to be done and the level of skills required for the position, identify the category and provide all other required information on the form, including the closing date for submitting responses.
- Step 2: Agency checks Task Order form for accuracy and clicks "SUBMIT" button. Task Order goes into Tracking System in "Waiting Approval" status. Tracking System assigns the next sequential number to the Task Order.
- Step 3: Contract Manager reviews the Task Order for form and adherence to procurement rules and notifies agency contact person if changes need to be made to any section of the form. Once Task Order is deemed complete and compliant to procurement rules, Contract Manager approves Task Order, which changes the status to "Open" in the Tracking System. Estimated time to turn document around is 24 hours after received in the Statewide IT Procurement Office.
- Step 4: Contract Manager sends e-mail notification of posting to eligible vendors within the specified category. Also sends e-mail to agency contact person to confirm posting.
- Step 5: Eligible vendors within the specified category, if they have qualified candidates, submit resumes and associated rates within their approved rate range to the agency contact person via e-mail or fax. Responses must be received by the specified closing date and time.
- Step 6: Agency contact person reviews resumes and selects top candidates to interview, conducts interviews, and follows internal agency procedures for procuring the services of the selected candidate.
- Step 7: Agency completes Vendor Selection Results form and sends, via e-mail or fax, to the Contract Manager. This form will contain information about the Vendor selected, including contractor name, service category, hourly rate, and purchase order number.
- Step 8: Vendor invoices agency on a calendar month basis for services provided.
- Step 9: ~~Vendor submits the monthly activity report, prepared on a calendar month basis, to the Contract Manager by the last working day of the month following services being provided. (As of July 1, 2010 the following supersedes and is changed to) Vendor reports monthly billing hours for contractors providing services for specific Task Order assignment and submits the monthly report prepared to the contract manager by the 15th day of the month following services provided~~
- Step 10: ~~Vendor submits a copy of the monthly activity report, along with a check for the two percent (2%) administrative fee, by the last working day of the month following services being provided, to the Accounts Receivable Supervisor in the Office of Information Technology Services. (As of July 1, 2010 the following supersedes and is changed to) Contract manager emails a billing usage invoice to vendors for administrative fees incurred for active Task Order assignments to contact person provided by vendor. Payment is issued to by vendor to ITS within 30 days of receipt of invoice.~~
- Step 11: Agency advises Contract Manager of any change in contract cost schedule and performance. Notifies Contract Manager and vendor of any performance problems.
- Step 12: Agency notifies Contract Manager and vendor at least one week prior to assignment conclusion.